

## Summary of Lease Abstracts

LeaseName	Premises	Agreement Commencement Date	Agreement Expiration Date	Rent	Termination Provisions	Other	Other
Byram Boat Club	Byram Shore Boat Club and boat storage yard at Byram Park, Byram, Greenwich.	June 29, 2007	termination by either party with 60 days advance written notice	one time \$10 dollar payment made before signing.	Y	Use is not defined well but limitations are very explicit. The "Corporation" may act as an effective legal buffer should any state pollution action be brought against the yard activities, a big concern for many yards. Should the town resources be overwhelmed during a storm and fails to take the necessary steps to "stabilize" Town could be in default.	0
Greenwich Boat & Yacht Club	Yacht Club Building on Grass Island including adjoining premises and Docking Facilities as shown in plan attached to Lease.	October 15, 1997	October 14, 2007, with a ten year renewal on mutually agreed terms with 1 year prior notice to Director of Parks and Recreation. Holdover provision gives Town the option to treat the tenant as a month to month tenant if the lease terminates.	1 dollar per year paid 10 years in advance upon signing.	Y	Lease is not signed and no evidence of renewal after 2007; Should the town resources be overwhelmed during a storm and Town fails to take the necessary steps to "stabilize," Town could be in default.; Corporation broadly indemnifies the Town.	0
Old Greenwich Yacht Club	Yacht Club Building on Yacht Club Building including adjoining premises as shown in plan attached to Lease.	October 6 1997	October 5, 2017. Original lease provided for a ten year term with a ten year renewal. Tenant exercised renewal option. Holdover provision allows the town the option to treat the tenant as a month to month tenant if the lease terminates.	1 dollar per year paid 10 years in advance upon signing.	Y	Should the town resources be overwhelmed during a storm and Town fails to take the necessary steps to "stabilize" Town could be in default.; Corporation broadly indemnifies the Town.	0
Old Greenwich Yacht Club Chimes	First Floor of the Chimes Bldg at Greenwich Point	May 1,2010	September 30, 2010	\$800 per month on the first of each month	Material breach	0	0
Mianus Boat & Yacht Club	Main clubhouse building, incl the Ferris Dock, shed, ramps & the boat docking facility.	March 1, 2003	March 1, 2013	\$1 per year. Entire amount paid at execution	Yes	1. Lease compliance reported to Dir P&R. 2. Slipholder ins reported to Dir P&R and Comptroller by May 1 ea yr. 3. Replacement of equip, systems, devices, controls, utilities, etc requires prior written approval by DPW. 4. Boat Docking Facility fees are set by tenant with approval of Dir of P&R and Bd of Select. 5. Ins type & coverage limits set by Comptroller. 6. Tenant delivers key for Police Dept emergency access. 7. Tenant keeps Key Box at building door for Fire Dept access. 8. Any required written NOTICE is sent to First Selectman. 9. Tenant submits semiannual financials to Comptroller for June 30 & Dec 31. 10. Tenant's financial opns are included in annual post-audit of the Town. 11. Tenant keeps accurate lists & records of all equip, fixtures & structures and reports such to Dir P&R for Bd of Select approval by April 1.	Lease
OGRCC	Monday thru Saturday 9:00AM to 10:00PM. Certain 2nd Fl rooms of Eastern Grwch Civic Ctr used as office, lobby, upper lounge, storage & bath.	September 1, 2010	August 31, 2011	\$1,600/month	0	0	0
Garden Education Center	Garden Education Center of Greenwich: new North Greenhouse - Horticulture Building; West Wing of the former mansion owned by the Town and located in the Montgomery Pinetum per Exhibit A	October 1, 1997	Date on lease is Sept. 30, 2007 but cover letter on lease indicates approval from Jim Lash on Nov. 20, 20007 for additional ten years as long as insurance and financial info is provided.	\$1 per year - entire amount of \$10 to be paid upon execution of the lease	Yes. At any time with 90 days notice or if Tenant defaults	0	0

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LeaseName	Premises	Agreement Commencement Date	Agreement Expiration Date	Rent	Termination Provisions	Other	Other
GEMS MANAGEMENT AGREEMENT	Governing Agreement for Providing Advanced Life Support Emergency Medical Services By and Between Town of Greenwich and Greenwich Emergency Medical Service, Inc. (GEMS). This is not a lease.	July 1, 2001; initial agreement Nov. 16, 1989 extended to June 30, 1994; subsequent agreement July 1, 1994 and Governing Agreement July 1, 1996	June 30, 2014 (per extension agreement)	x	0	Scope of service, licenses, performance requirements, financial reporting, medical supervision by EMS Director of Greenwich Hospital, communication system, Board of Directors elections, Executive Director replacement procedures, volunteers, fundraising	0
GEMS Art Barn Maintenance Agreement	Art Barn on Lower Cross Road	unknown	not given - presumably when Governing Agreement with GEMS expires	none	x	0	0
Greenwich Arts Council	2nd and 3rd floors of Old Town Hall	November 1, 2000	October 31, 2010	\$1.00 per year	Yes	x	0
Bruce Museum	Not a lease - a Management Agreement. Premises include museum building, grounds adjacent to the building, walkways, drives, and parking areas	Date of signing January 31, 1992	Initial term: Fifteen years from date of signing---January 31, 2007. Automatic renewal: ten years until 2017.	No.	Yes.	Summary: Town pays not only \$749,000 operating but much in miscellaneous: \$52k capital, \$4,156 sewer, \$40,924 casualty and \$10,110 property insurance for a total of \$856,190 in 2010-11. Unclear to Mynarski who in Town sets the amount given annually to BMI; amount can be modified lower due to economic conditions.	0
Innis Arden	0	January 0, 1900	January 0, 1900	0	0	0	0
Seaside Museum	0	January 0, 1900	January 0, 1900	0	0	0	0
Children's Day School	A portion of the building and related site improvements: 4,781 square feet of space on the first floor; a 2,137 playground in the rear	The lease commences July 1, 2007.	Expires August 31, 2017.	\$40,900 first 3 years. Beginning year 4 and every 3 years thereafter, rent increased by 7.5%, payable monthly.	Yes if CDS doesn't: maintain insurance, abandons premises, lien, non-compliance	0	0
Greenwich Plaza	Air rights of Tracts I,II,&III @ 8'1" above mean grade level. Tract I was given to Town by Greenwich Plaza, Inc. by quitclaim deed. Steamboat Road, Arch Street and railroad	Sept.21,1967	Sept.21, 2037 unless renewed for 20 years	First 30 years \$4,200.00; 31st - 50th year 5 and 3/4% of appraised value at end of 30th year; 51st -70th year 5 and 3/4% of appraised value at end of 50th year. Rent increased to \$127,000/year as of September 1, 1997.	yes.	GPI may mortgage property if not in default on taxes, rent, etc. - GPI may offer to purchase demised premises or the fee to the underlying tracts at end of lease.	0

## Summary of Lease Abstracts

LeaseName	Premises	Agreement Commencement Date	Agreement Expiration Date	Rent	Termination Provisions	Other	Other
Metro Mobile CTS of Fairfield County Inc.	7,000 square feet at Bruce Memorial Golf Course located at 1323 King St., Greenwich	March 1, 1993	February 28, 2013, subject to renewal options	\$250,000 up front; \$1 per year - entire amount of \$20 to be paid upon execution of the lease	Yes. Default - if Corporation doesn't construct, install and operate a 100 ft radio communication s tower on property within 120 days of execution of lease OR if Corporation fails to construct and locate the accessory building on the premises within 180 days, etc.	The tenant is Metro Mobile Fairfield but the notices go to the VP Network of Bell Atlantic Systems, Inc. -not on the lease. The \$250,000 worth of equipment provided up front is from Motorola - not on the lease - where are the guarantees for that? Holding Over provision allows the Town to elect to construe such holding over as a tenancy from month to month, subject to terms and conditions of this lease - and in such case the tenant pays rent in advance at the rent provided herein, etc. - month to month based on \$1 a year????	0
New Cingular Wireless PCS	1323 King St., Greenwich; a certain portion of the property described as the ground space (approximately 300 square feet) along with space on the communications tower (the Tower) on the approximately 7,000 square foot lease area (Metro Lease Area) previously assigned to Metro Mobile CTS of Fairfield County, Inc., its successors and/or assigns (Metro)- per schedule A - with reasonable access	July 13, 2006	February 28, 2013, subject to exercise of renewal right	\$30,000 per year base; payable \$2,500 per month with a 3% increase per year over base, starting with year # 2. Payments sent to Griffith E. Harris Golf Course, Attn: Business Office Supervisor on first day of the month.	Yes	0	0
Golf Management Agreement	N/A - Professional Services Agreement with Joseph Felder, PGA Professional	Services commence January 1, 2011.	Service agreement expires on December 31, 2013 with the option to renew to December 31, 2015 upon mutual agreement.	\$5000 per year in 9 equal monthly payments (see #8)	x	0	0
American Legion	Old Glenville Community Center with use of the parking area of Town in the vicinity of the leased premises.	December 16, 1997	December 15, 2017	\$1.00 per year x 10 = \$10,00 paid December 16, 2007	Yes - First Selectman with prior approval of RTM and 90 day notification or in the event of default by the tenant.	0	0
Teen Center	Building @ 100 Arch Street + adjacent parking area w/ 20 spaces + right to cross Town land between building contiguous to Town Land (Note map - Exhibit A)	January 1, 2010	12/31/2005, subject to exercise of renewal options	\$1.00 per year commencing January 1, 2010	Yes - Default Emergency or Public Response Termination	Inspection and Emergency Repairs, condition of premises, alterations and improvements- specific tenant requirements	0

## Summary of Lease Abstracts

LeaseName	Premises	Agreement Commencement Date	Agreement Expiration Date	Rent	Termination Provisions	Other	Other
Byram Library	Byram Library? (Property description missing from lease copy)	June 14, 1971	June 13, 2070	\$1 per year for a total rent of \$99 payable on execution of the Lease	Yes	0	0
Library Peterson Branch	0	January 0, 1900	January 0, 1900	0	0	0	0
Mianus Bridge Overlease	Certain parcels (7) located below I95 alongside of Strickland Road, River Road, Riverside Avenue.	December 1, 1995	November 30, 2015	\$1/year	x	0	0
Hill House Sublease	Portion of property subject to lease to Town by State of Connecticut (Note: I am not sure from description which portions of overlease leased to Hill House)	unmarked in lease version reviewed. Sometime in 1996	November 30, 2015. Lease is coterminous with over-Lease from State of CT to Town.	\$1.00 / year	Yes.	Note: Lease reviewed was from M. Ferry's files and unsigned. Need to review a copy of signed sublease.	0
Historical Society Sublease	Portion of property subject to lease to Town by State of Connecticut (parcels 1 and 2)	unmarked in lease version reviewed. Sometime in 1996	November 30, 2015. Lease is coterminous with over-Lease from State of CT to Town.	\$1.00 / year	Yes.	Note: Lease reviewed was from M. Ferry's files and unsigned. Need to review a copy of signed sublease.	0
Parsonage Cottage	Parsonage Cottage and appurtenant land	Unclear - execution?	99 years from the beginning of the first month after a building permit is obtained for the renovation of the Premises described in paragraphs 3 & 8 of the lease	Agreement to make alterations per para 8 of Lease; pay maintenance and operating costs, pay utilities, \$1 per year (paid at lease inception)	Yes, upon default	Lack of prohibition on assignment is very troubling. Loan Agreement with Town requires Tenant (borrower) to raise \$650k minimum in equity.	0
Cos Cob Rifle	First floor of "Sportmen's Hall and Rifle Range, Steamboat Road, Greenwich, CT	October 28, 1985	October 28, 2110 - Mistake - Terms says 25 years but written date is 2110 not 2010	\$10 per year, payable annually	Yes. On 180 days notice for any reason by First Selectman. Also for default, at option of First Selectman, with 10 days notice and opportunity to cure	0	0
Town Hall Annex Corp.	What was formerly known as Byram School, plus 6 acres described as Public Use Land 6.000 Acres on Map 6030 recorded in Town Clerk's office on 12/13/1983.	Day THAC obtains all necessary approvals to convert Byram School to elderly housing and to build family housing on remaining site, but not later than August 31, 1985.	99 year from Lease Commencement Date	\$1/year	Yes.	THAC indemnifies Town for personal injury or property damage arising out of THAC use.	0
ABILIS Pomerance Property	Contemporary house, 101 Orchard St. Cos Cob, on west side of Pomerance property - includes garage and parking areas adjacent to house	August 16, 2002	August 16, 2012, subject to Tenant exercise of renewal option	\$1/year	yes	0	0
Pigeon Club	0	January 0, 1900	January 0, 1900	0	0	0	0
Adult Day Care	Mianus River Dam Pump Station - Parcels B&C plus access for pedestrians and vehicles over parcel A	6 months after lease was signed or earlier by mutual consent with Bd. of Selectmen	Ten years after lease was signed	\$1 per year	yes	Abstract from Mary Ferry's unsigned copy as approved by RTM in 2004	0

Name of Operating Agreement:**Byram Shore Boat Club**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

	Category	Description	Answer	Operating Agreement Section Reference
1	Operating Agreement Premises	What are the Operating Agreement Premises?	Byram Shore Boat Club and boat storage yard at Byram Park, Byram, Greenwich.	pg 1
2	Address	What is the property address?	Byram Park, Byram, Greenwich	pg 1
3	Tenant	Who is the named Tenant? (Operating Agreement include original and any assignees).	Effective tenant is the Byram Shore Boat Club Inc. a Ct. corporation	pg 1
4	Landlord	Who is the named Landlord? (Operating Agreement include original and any assignees).	Effective landlord is theTown of Greenwich	pg 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Operating Agreement terms? Where is notice to Town sent?	Town of Greenwic Director of Parks and Recreation must annually certify compliance with the terms of the operating agreement to the Town's Treasurer and BOS. Written notices to Fist Selectment	pg 4; pg 10
6	Date of Operating Agreement	What is the date of the Operating Agreement?	29-Jun-07	pg1
7	Amendments/Dates	Are there any Operating Agreement Amendments? If so, what are the Amendment Dates?	no	
8	Operating Agreement Commencement Date	What is the Operating Agreement Commencement Date?	6/29/2007	pg 1
9	Rent Commencement Date	What is the Rent Commencement Date?	one time \$10 dollar payment made before signing.	pg 1

Name of Operating Agreement: **Byram Shore Boat Club**

Reviewer: **Erik Norrgard**

Date: **February 24, 2011**

10	Operating Agreement Expiration Date	What is the Operating Agreement Expiration Date?	termination by either party with 60 days advance written notice	pg 1
11	Rent	What is the Rent charged?	one time \$10 dollar payment made before signing.	pg 1
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	no	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	effective tenant pays all utilities, refuse removal, and snowplowing.	pg 2;pg 4
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	While the tenant manages the boat storage yard, the town collects and retains fees for boat storage from June 1 to Sept. 1	pg 3
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, pOperating Agreement describe provisions.	The effective tenant is responsible for all maintenance of the premises. The effective tenant hires all employees needed to manage the operations of the club and yard.	pg 1
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	The tenant must carry commercial liability insurance(1 mil.), umbrella coverage (5 mil.) and workmens comp insurance.	pg 6
17	Permitted Use	What is the Tenant permitted to use the Operating Agreementd Property for?	Clubhouse and boat yard purposes only. Use is governed by outline best practices contained in the Storm Water Prevention Plan by Osprey Environmental	pg 2
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Use is governed by outline best practices contained in the Storm Water Prevention Plan by Osprey Environmental. The guidelines include various pollution prevention restrictions. tenant must allow all town residents to be members, no discrimination. (no numerical liimitation)	pg 4 + appendix
19	Security Deposit	Did Tenant provide a Security Deposit?	no	

Name of Operating Agreement: **Byram Shore Boat Club**

Reviewer: **Erik Norrgard**

Date: **February 24, 2011**

20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Operating Agreement: Y or N	Y	pg 11
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Operating Agreement?	supply 60 days advance notice.	pg 11
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Operating Agreement?	supply 60 days advance notice.	pg 11
23	Operating Agreement Renewal Rights	Does the Tenant have the right to renew the Operating Agreement? If yes, what are the terms?	there is no termination date for the operating agreement.	
24	Sub-lease/Assignment	Does the Tenant have the right to sub-lease the property? Can the Tenant assign the Operating Agreement? If yes, what are the	The effective tenant subleases space in the yard to boatowners during the Sept. 1 to June 1 period and retains fees charged. Assignment is not addressed but the agreement may not be modified without Town approval.	pg 3
25	Insurance	Describe the requirement for Tenant to carry insurance.	The tenant must carry commercial property risk insurance in a replacement cost amount; 2 mil. Commercial liability, 5 mil. Umbrella, workmens comp. Town can increase the required coverage at any time.	pg 6
26	Landlord Services	What services are the Landlord required to provide to Tenant?	The Town may maintain sewer lines on the premises. During an emergency, the town shall take all necessary steps to "stabilize the condition of the premises". Town will restore premises if damaged upon entry.	pg 5
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Operating Agreementd Property.	The effective tenant may make improvements at their expense to the clubhouse subject to required municipal approvals, materials must be approved by Commissioner of Public Works. Yard improvements must be approved in advance by Parks and Rec and get municipal approvals.	pg 4
28	Casualty	Are there provisions in the event of a casualty?	Insurance casualty paid to tenant who must maintain the premises.	
29	Miscellaneous	Describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Operating	restrictive operating guidelines in appendix primarily related to pollution prevention; Emergency access granted to the Town to effect emergency repair, Town must restore the premises to the pre-entry state. tenant broadly indemnifies town.	

Name of Operating Agreement:**Byram Shore Boat Club**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

29	Other	POperating Agreement describe any other noteworthy provisions or concerns raised by your review of the Operating Agreement	Use is not defined well but limiations are very explicit. The "Coporation" may act as an effective legal buffer should any state pollution action be brought against the yard activities, a big concern for many yards. Should the town resources be overwhelmed during a storm and fails to take the	
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Name of Lease:**Greenwich Boat and Yacht**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Yacht Club Building on Grass Island including adjoining premises and Docking Facilities as shown in attached plan	pg 1
2	Address	What is the property address?	Grass Island, Greenwich, Ct	pg 1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Boat and Yacht Club, Inc. a Ct. corporation	pg1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich, first selectman is signatory	pg 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Office of the First Selectmen	pg 20
6	Date of Lease	What is the date of the Lease?	October 15 1997	pg1
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	no	
8	Lease Commencement Date	What is the Lease Commencement Date?	October 15 1997	pg1
9	Rent Commencement Date	What is the Rent Commencement Date?	October 15 1997	pg1
10	Lease Expiration Date	What is the Lease Expiration Date?	ten years with a ten year renewal on mutually agreed terms with 1 years prior notice to Director of Parks and Rec. Holdover provision allows the town the option to treat the tenant as a month to month tenant if the lease terminates.	pg 19; pg 18

Name of Lease:**Greenwich Boat and Yacht**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

11	Rent	What is the Rent charged?	1 dollar per year paid 10 years in advance upon signing.	pg 1
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	no	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	yes	pg 2
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	no	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	tenant pays all operating expenses.	pg 2
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Insurance cost and broadly indemnifies the Town.	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	"Clubhouse purposes" and "Docking facilities"	pg1
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	tenant must allow all town inhabitants to be members, no discrimination, no numerical limit.	pg3; pg6
19	Security Deposit	Did Tenant provide a Security Deposit?	no	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Y	pg13

Name of Lease: **Greenwich Boat and Yacht**

Reviewer: **Erik Norrgard**

Date: **February 24, 2011**

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	90 days notice with prior RTM approval	pg14
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	90 days notice	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	10 year renewal option on mutually agreeable terms with 1 year prior notice.	pg19
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No sublets allowed, however the lease provides for the tenant to charge for dock "Prime tenancy". (conflicting terms?) Fees are retained by the club.	p3-4
25	Insurance	Describe the requirement for Tenant to carry insurance.	Commercial property risk insurance in a replacement cost amount; 2 mil. Commercial risk; workmans comp; 5 mil. Umbrella. Town can increase required coverage at any time.	pg7
26	Landlord Services	What services are the Landlord required to provide to Tenant?	During an emergency, the town shall take all necessary steps to "stabilize the condition of the premises". Town will restore premises if damaged upon entry.	pg 13
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Tenant may make improvements at the tenants expense, subject to municipal approval and approval of Commisioner of Public Works. Town owns the improvements.	pg3; pg6
28	Casualty	Are there provisions in the event of a casualty?	town may reclaim the property if First Selectmen determines rebuilding is "imprudent or impractical". Corporation is responsible for all lease default costs. Corporation assigns insurance proceeds to the Town. Corporation must pay any additional rebuilding costs above insurance proceeds.	pg 19; pg 18
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the		
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Lease is not signed and no evidence of renewal after 2007; Should the town resources be overwhelmed during a storm and fails to take the neccesary steps to "stabilize" Town could be in default.; Corporation broadly indemnifies the Town.	pg13

Name of Lease:**Greenwich Boat and Yacht**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

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4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich, first selectman is signatory	pg 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Office of the First Selectmen	pg 20
6	Date of Lease	What is the date of the Lease?	October 6 1997	pg1
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	Letters agreeing to a 10 year extension	
8	Lease Commencement Date	What is the Lease Commencement Date?	October 6 1997	pg1
9	Rent Commencement Date	What is the Rent Commencement Date?	October 6 1997	pg1
10	Lease Expiration Date	What is the Lease Expiration Date?	ten years with a ten year renewal on mutually agreed terms with 1 years prior notice to Director of Parks and Rec. Holdover provision allows the town the option to treat the tenant as a month to month tenant if the lease terminates.	pg 19; pg 18

Name of Lease:**Greenwich Boat and Yacht**

Reviewer:**Erik Norrgard**

Date:**February 24, 2011**

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15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	tenant pays all operating expenses.	pg 2
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18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	tenant must allow all town inhabitants to be members, no discrimination, no numerical limit.	pg3; pg6
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Name of Lease: **Greenwich Boat and Yacht**

Reviewer: **Erik Norrgard**

Date: **February 24, 2011**

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24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No sublets allowed, however the lease provides for the tenant to charge for dock "Prime tenancy". (conflicting terms?) Fees are retained by the club.	p12
25	Insurance	Describe the requirement for Tenant to carry insurance.	Commercial property risk insurance in a replacement cost amount; 2 mil. Commercial risk; workmans comp; 5 mil. Umbrella. Town can increase required coverage at any time.	pg7
26	Landlord Services	What services are the Landlord required to provide to Tenant?	During an emergency, the town shall take all necessary steps to "stabilize the condition of the premises". Town will restore premises if damaged upon entry.	pg 13
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28	Casualty	Are there provisions in the event of a casualty?	town may reclaim the property if First Selectmen determines rebuilding is "imprudent or impractical". Corporation is responsible for all lease default costs. Corporation assigns insurance proceeds to the Town. Corporation must pay any additional rebuilding costs above insurance proceeds.	pg 19; pg 18
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Access to leased property when Greenwich point is open.	
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Should the town resources be overwhelmed during a storm and fails to take the neccesary steps to "stabilize" Town could be in default.; Corporation broadly indemnifies the Town.	pg13

Lease Name: Mianus River Boat Yacht Club, Inc.

Date: March 18, 2011

Reviewer: Gordon A. Ennis

**BASIC LEASE INFORMATION**

	<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Answer</u></b>	<b><u>Page Ref</u></b>
1	Leased Premises	What are the Leased Premises?	Main building within the building lease line, including the shed adjoining the Ferris Dock its ramps & the boat docking facility.	1
2	Address	What is the property address?	98 Strickland Rd. Ferris Dock, Cos Cob, CT 06807	1 & 22
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Mianus River Boat & Tacth Club, Inc. by Jeffrey B. Downes, Commodore but signed by Andrew M. Cummings, Commodore	1 & 25
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich by Richard V. Bergstresser, First Selectman	1 & 25
5	Town Contact Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Director of Parks & Rec shall certify full compliance with lease by tenant, annually, in writing to Town Treasurer and Board of Selectmen. On or before May 1st of each year, tenant shall certify in writing to Dir of P & R and The Comptroller that each slipholder has continuous insurance coverage as specified in this lease. (see Categories # 30 & 31 for details)	6 & 12
6	Rentable Square Feet	What is the total rentable square feet?	Not defined in the lease	N/A

**LEASE TERM**

7	Date of Lease	What is the date of the Lease?	Tuesday, April 15, 2003	1
8	Amendment Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	a. M.I. & Coastal Site Plan #316-C. Exhibit B. 2/3/1988: dock const. b. P & Z approval of M.I.# 316.1 & Coastal Site Plan #2188-C	Ex B & C
9	Lease Commencement Date	What is the Lease Commencement Date?	Saturday, March 01, 2003	2
10	Rent Commencement Date	What is the Rent Commencement Date?	Saturday, March 01, 2003	2

**Lease Name: Mianus River Boat Yacht Club, Inc.****Date: March 18, 2011****Reviewer: Gordon A. Ennis**

11	Lease Expiration Date	What is the Lease Expiration Date?	Friday, March 01, 2013	2
<b><i>RENT &amp; ADDITIONAL CHARGES</i></b>				
12	Rent	What is the Rent charged?	One (\$1.00) dollar per year. Entire amount paid at execution	3
13	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	<b>YES. Tenant pays all costs to maintain the interior and exterior of premises including mechanical equipment, systems, devices, controls, utility lines, sewer lines, storm lines, septic system and any other systems and appurtenances</b>	2
14	Utilities	Does Tenant Pay all or any portion of the utilities?	<b>YES. Tenant pays all costs of utilities including telephone, heating, gas, water and electricity</b>	3
15	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	Property taxes are not defined in the lease	N/A
16	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	<b>YES. Tenant pays all costs to maintain the interior and exterior of premises including mechanical equipment, systems, devices, controls, utility lines, sewer lines, storm lines, septic system and any other systems and appurtenances. Tenant is solely responsible for refuse removal, sanding &amp; snow removal.</b>	2
17	Other Charges	Are there any other charges or obligations that Tenant pays for?	<b>Tenant shall maintain a current list of members incl name, address &amp; telephone numbers. Tenant agrees to keep records of all receipts &amp; disbursements concerning the operation of the premises. Tenant will keep a list of all slipholder members and a copy of their insurance policies.</b>	22, 23
18	Permitted Use	What is the Tenant permitted to use the Leased Property for?	<b>Tenant shall use premises for clubhouse and docking purposes only. Tenant agrees that its membership shall be available to all the residents of the Town.</b>	4
19	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	<b>Tenant shall comply with all federal, state &amp; local laws regarding waterways, harbors, docks &amp; clubhouses. Tenant shall not do or permit any act or thing which is contrary to law, or would invalidate applicable insurance or which might subject the Town to any liability.</b>	5 & 11
20	Security Deposit	Did Tenant provide a Security Deposit?	No. Lease is silent on security deposit.	N/A



Lease Name: Mianus River Boat Yacht Club, Inc.

Date: March 18, 2011

Reviewer: Gordon A. Ennis

<b><i>TENANT &amp; LANDLORD OPTIONS</i></b>				
21	Termination Provisions	Does the Landlord Have the Right to Terminate the Lease: Y or N	YES	16
22	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Town may terminate the lease upon 90 days written notice by the First Selectman with the prior approval of the RTM	16
23	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Tenant may terminate at any time by giving ninety days written notice.	16
24	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Tenant has the right, privilege and option to renew for a successive term of ten years provided gives written notice to the Board of Selectmen at least six months prior to termination of lease	23
25	Sublease & Assignment	Does the Tenant have the right to sublease the property?	Tenant shall not sublet any portion of the premises, nor shall the lease be assigned	14
<b><i>MISCELLANEOUS &amp; ADDITIONAL INFORMATION</i></b>				
26	Insurance	Describe the requirement for Tenant to carry insurance.	1. All risk comm'l prop incl extended coverage: vandalism, malicious mischief, boiler & machinery, FLOOD, & incl tenant's pers prop at replacement cost. 2. Comm'l Gen Liab: bodily injury & property damage, personal & advert liability, products & completed operations. Limits: \$1MM per occurrence. 3. Work Comp: full & part time EE's & Indep Contractors at statutory limits. 4. Umbrella policy for \$5MM per occurrence	9 & 10
27	Landlord Services	What services are the Landlord required to provide to Tenant?	Town will maintain & administer a WAITING LIST for slips at docking facility. In EMERGENCY, Town shall take all necessary steps to respond & stabilize premises. Town Police & Fire Depts will have a key for emergency access.	4,5 & 15

**Lease Name: Mianus River Boat Yacht Club, Inc.**

**Date: March 18, 2011**

**Reviewer: Gordon A. Ennis**

28	Ownership of Improvements	Describe provisions for payment & ownership of improvements.	Any improvements or alterations shall be the property of the Town and paid solely by the tenant.	8
29	Casualty	Are there provisions in the event of a casualty?	YES. First Selectman shall opine on the prudence of repairs, with due consideration for insurance procedes & tenant's ability & willingness to pay if needed. Lease terminates with respect to the damaged property. The allocation of insurance procedes between the Town & the tenant is decided by the RTM	21 & 22
30	Slipholders	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Lease.	Boat slips are reserved for residents of the Town who must be members of MRB&YC. Slipholders are required to maintain \$500k limits on an Oil Spill Liability Ins Policy in addition to other types of ins that may be applicable. Tenant shall maintain copies of each member's ins policy for Town review.	4 & 12
31	Tenant's Reporting Requirements	How is the tenant required to report to the Town?	1. Lease compliance is reported to Dir of P & R. 2. Slipholder ins is reported to Dir of P & R and Town Comptroller by May 1st each year. 3. Replacement of any equipment systems, devices, controls, utilities or appurtenances requires prior written approval of Comm of DPW. 4. Fees for use of Boat Docking Facilities are set by tenant with prior approval of Dir of P & R and Board of Selectmen. 5. Insurance type & coverage limits are established by the Town Comptroller. 6. Tenant will deliver to the Police Dept a key for emergency access. 7. Tenant shall install a Knob Box for keys at the entrance to the building for the fire Dept. 8. Any required written NOTICE shall be sent to the First Selectman. 9. Tenant shall submit semiannual financial reports for operations (incl inc stmt & bal sheet) to the Town Comptroller for June 30 & Dec 31. 10. Tenant's financial operations shall be included in the annual post-audit of the Town. 11. Tenant shall maintain accurate lists & records of all equipment, fixtures & structures on the premises and report such to the Dir of P & R subject to the approval of the Board of Selectmen by the 1st day of April each year.	2, 4, 6, 7, 11, 12, 15, 22, 23, 24
END				

Lease: Mianus River Boat Yacht Club, Inc.

Date: March 18, 2011

Reviewer: Gordon A. Ennis

**BASIC LEASE INFORMATION**

	<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Answer</u></b>	<b><u>Page Ref</u></b>
1	Leased Premises	What are the Leased Premises?	Main clubhouse building, incl the Ferris Dock, shed, ramps & the boat docking facility.	1
2	Address	What is the property address?	98 Strickland Rd. Ferris Dock, Cos Cob, CT 06807	1 & 22
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Mianus River Boat & Yacht Club, Inc. by Jeffrey B. Downes, Commodore but signed by Andrew M. Cummings, Commodore	1 & 25
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich by Richard V. Bergstresser, First Selectman	1 & 25
5	Town Contact Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Dir P&R certifies annually full compliance by tenant in writing to Treasurer & Bd of Sel. By May 1st, tenant certifies in writing to Dir of P&R & Comptroller that each slipholder has continuous insurance as required. (see Categories # 30 & 31 for details)	6 & 12

**LEASE TERM**

6	Date of Lease	What is the date of the Lease?	Tuesday, April 15, 2003	1
7	Amendment Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	a. M.I. & Coastal Site Plan #316-C. Exhibit B. 2/3/1988: dock const. P & Z approval of M.I.# 316.1 & Coastal Site Plan #2188-C	b. Ex B & C
8	Lease Commencement Date	What is the Lease Commencement Date?	Saturday, March 01, 2003	2
9	Rent Commencement Date	What is the Rent Commencement Date?	Saturday, March 01, 2003	2
10	Lease Expiration Date	What is the Lease Expiration Date?	Friday, March 01, 2013	2

**RENT & ADDITIONAL CHARGES**

11	Rent	What is the Rent charged?	\$1 per year. Entire amount paid at execution	3
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**Lease: Mianus River Boat Yacht Club, Inc.**

**Date: March 18, 2011**

**Reviewer: Gordon A. Ennis**

12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	YES. Tenant pays to maintain interior & exterior incl mech equip, systems, devices, controls, utility lines, sewer lines, storm lines, septic system & any other systems.	2
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays all costs of utilities incl phone, heating, gas, water & elec.	3
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	Property taxes are not defined in the lease	N/A
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	YES. Tenant pays to maintain interior & exterior incl mech equip, systems, devices, controls, utility, sewer & storm lines, septic system, etc. Tenant is solely responsible for refuse removal, sanding & snow removal.	2
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Tenant maintains member list incl name, address & phone numbers. Tenant keeps all receipts & disbursements concerning premises operations. Tenant keeps list of all slipholder members & copies of their insurance policies.	22, 23
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Tenant shall use premises for clubhouse and docking purposes only. Tenant agrees its membership is available to all Town residents.	4
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Tenant shall not do or permit any act or thing which is contrary to law, or would invalidate applicable insurance or which might subject the Town to any liability.	5 & 11
19	Security Deposit	Did Tenant provide a Security Deposit?	No. Lease is silent on security deposit.	N/A
<b><u>TENANT &amp; LANDLORD OPTIONS</u></b>				
20	Termination Provisions	Does the Landlord Have the Right to Terminate the Lease: Y or N	YES	16
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Town may terminate lease with 90 day written notice by First Selectman & prior approval of RTM	16

Lease: Mianus River Boat Yacht Club, Inc.

Date: March 18, 2011

Reviewer: Gordon A. Ennis

22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Tenant may terminate at any time by giving ninety days written notice.	16
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Tenant has right, privilege & option to renew for a successive 10 yr term provided gives written notice to the Board of Selectmen at least six months prior to termination of lease	23
24	Sublease & Assignment	Does the Tenant have the right to sublease the property?	Tenant shall not sublet any portion of the premises, nor shall the lease be assigned	14
<b><u>MISCELLANEOUS &amp; ADDITIONAL INFORMATION</u></b>				
25	Insurance	Describe the requirement for Tenant to carry insurance.	1. All risk comm'l prop incl ext cov: vandalism, malicious mischief, boiler & mach, Flood, & incl tenant's pers prop at replacement cost. 2. Comm'l Gen Liab: BI & PD, pers & advert liab, prod & complet opns. Limits: \$1MM per occur. 3. Work Comp: full & pt EE's & Ind Contractors at statutory limits. 4. Umbrella pol at \$5M per occur	9 & 10
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Town will maintain & administer WAITING LIST for slips at dock facility. In emergency, Town takes all necessary steps to respond & stabilize premises. Police & Fire Depts have keys for ER access.	4,5 & 15
27	Ownership of Improvements	Describe provisions for payment & ownership of improvements.	Improvements or alterations become property of the Town BUT paid solely by tenant.	8
28	Casualty	Are there provisions in the event of a casualty?	YES. First Selectman shall opine on prudence of repairs, with due consideration for ins benefit & tenant's ability/willingness to pay. Lease terminates with respect to damaged property. Allocation of ins procedes to Town & tenant is decided by RTM	21 & 22
29	Slipholders	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Lease.	Boat slips are for Town residents who are Club members. Slipholders are required to maintain \$500k limits for Oil Spill Liability Ins Policy in addition to other ins. Tenant shall keep copies of all member ins policy for Town review.	4 & 12

**Lease: Mianus River Boat Yacht Club, Inc.**

**Date: March 18, 2011**

**Reviewer: Gordon A. Ennis**

30	Tenant's Reporting Requirements	How is the tenant required to report to the Town?	1. Lease compliance reported to Dir P&R. 2. Slipholder ins reported to Dir P&R and Comptroller by May 1 ea yr. 3. Replacement of equip, systems, devices, controls, utilities, etc requires prior written approval by DPW. 4. Boat Docking Facility fees are set by tenant with approval of Dir of P&R and Bd of Select. 5. Ins type & coverage limits set by Comptroller. 6. Tenant delivers key for Police Dept emergency access. 7. Tenant keeps Key Box at building door for Fire Dept access. 8. Any required written NOTICE is sent to First Selectman. 9. Tenant submits semiannual financials to Comptroller for June 30 & Dec 31. 10. Tenant's financial opns are included in annual post-audit of the Town. 11. Tenant keeps accurate lists & records of all equip, fixtures & structures and reports such to Dir P&R for Bd of Select approval by April 1.	2, 4, 6, 7, 11, 12, 15, 22, 23, 24
END				

**BASIC LEASE INFORMATION**

	<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Answer</u></b>	<b><u>Page Ref</u></b>
1	Leased Premises	What are the Leased Premises?	Monday thru Saturday 9:00AM to 10:00PM. Certain 2nd Fl rooms of Eastern Grwch Civic Ctr used as office, lobby, upper lounge, storage & bath.	1
2	Address	What is the property address?	90 Harding Rd. Old Greenwich, CT	1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Old Greenwich Riverside Community Center	1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	1
5	Town Contact Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Dept. of Parks & Recreation	1

**LEASE TERM**

6	Date of Lease	What is the date of the Lease?	Wednesday, August 31, 2011	1
7	Amendment Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	No Amendments	1
8	Lease Commencement Date	What is the Lease Commencement Date?	Wednesday, September 01, 2010	1
9	Rent Commencement Date	What is the Rent Commencement Date?	Wednesday, September 01, 2010	1
10	Lease Expiration Date	What is the Lease Expiration Date?	Wednesday, August 31, 2011	1

**RENT & ADDITIONAL CHARGES**

11	Rent	What is the Rent charged?	\$1600 per month	1
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**Lease Name: Old Greenwich Riverside Community Center License Agreement****Date:4/25/11****Reviewer: Gordon A. Ennis**

12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	There is fee schedule for special events or "anything out of regular programing"	1
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Town pays heat, light & custodial services.	1
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No tenant payment in lieu of property tax	1
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Water & Sewer fees not mentioned.	1
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No other charges to tenant	1
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	"For its normal day-to-day business activities."	1
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	No stated restrictions	1
19	Security Deposit	Did Tenant provide a Security Deposit?	No	1
<b><u>TENANT &amp; LANDLORD OPTIONS</u></b>				
20	Termination Provisions	Does the Landlord Have the Right to Terminate the Lease: Y or N	No	1
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	No landlord rights to terminate are stated in the license agreement.	1



**Lease Name: Old Greenwich Riverside Community Center License Agreement****Date:4/25/11****Reviewer: Gordon A. Ennis**

22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	May terminate at end of any one year term with 30 days written notice to Dir P&R	1
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes. Tenant may renew license for four (4) additional tears (Thru 8/31/15)	1
24	Sublease & Assignment	Does the Tenant have the right to sublease the property?	Agreement is silent about sublease rights	1
<b><u>MISCELLANEOUS &amp; ADDITIONAL INFORMATION</u></b>				
25	Insurance	Describe the requirement for Tenant to carry insurance.	General Liability, with Town as additional insured, \$1M per occurrence \$2M aggregate.	1
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Custodial Services	1
27	Ownership of Improvements	Describe provisions for payment & ownership of improvements.	None stated in agreement	1
28	Casualty	Are there provisions in the event of a casualty?	No	1
29	Slipholders	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Lease.	None	1
30	Tenant's Reporting Requirements	How is the tenant required to report to the Town?	Tenant will supply copy of by-laws, financial stmt & cert of ins at beginning of each rental agreement period.	1

Name of Lease: Garden Education Center

Reviewer: Karen Sadik-Khan

Date: \_\_\_\_\_

	Garden Education Center of Greenwich	Prepared by Karen Sadik-Khan	2/22/2011	
	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Garden Education Center of Greenwich: new North Greenhouse - Horticulture Building; West Wing of the former mansion owned by the Town and located in the Montgomery Pinetum per Exhibit A	page 1, #1
2	Address	What is the property address?	130 Bible Street, Cos Cob	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Garden Education Center of Greenwich	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich; acting First Selectman- in 1998 was Tom Ragland	page 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Dept. of Parks and Recreation for days/hours operation; Board of Selectman and Terms of the Will of Colonel Montgomery	page3, #5; page 15, #14
6	Date of Lease	What is the date of the Lease?	October 7, 1998 for ten years	page 2, #3
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	No	
8	Lease Commencement Date	What is the Lease Commencement Date?	October 1, 1997	page 1, #2

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

9	Rent Commencement Date	What is the Rent Commencement Date?	October 1, 1997	
10	Lease Expiration Date	What is the Lease Expiration Date?	Date on lease is Sept. 30, 2007 but cover letter on lease indicates approval from Jim Lash on Nov. 20, 20007 for additional ten years as long as insurance and financial info is provided.	cover
11	Rent	What is the Rent charged?	\$1 per year - entire amount of \$10 to be paid upon execution of the lease	page 2, # 3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	All utilities; garbage; keeping walkways free of ice	page 4, #6
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Yes - maintain the exterior and interior of building in good condition and repair; structural repair or replacement not from negligence is undertaken by Town	page 4, #6
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Garbage; snow and ice removal	page 4, #6
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Provisions of Will of Colonel Montgomery	Attachment: copy of Will
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Yes - see Will and BOS must give consent for any other purpose to be used. And must not use in any way that interferes or conflicts with the portions of the parkor grounds adjacent to the building.	page 2 - 3; #6

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

19	Security Deposit	Did Tenant provide a Security Deposit?	No	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes. At any time with 90 days notice or by default	page 10 -11; #12
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Yes. At any time with 90 days notice or by default. Corporation is still obligated to Town	Page 10 #12,A
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	90 days advance warning to the Town	page 11; #13,, (1), b
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes, two additional terms of ten (10) years each to 2027 with a one year notice provision	page 1-2; #2, b
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No	page 10
25	Insurance	Describe the requirement for Tenant to carry insurance.	Risk commercial property, commercial general liability insurance ( \$1 M for combined single limit for bodily injury &property damage; \$1M for personal injury &advertising injury; \$1 M aggregate for products & completed operations; \$2M general aggregate or as the Town may require), fire insurance (not less than \$500,000), umbrella liability (\$5 M each occurrence and aggregate )	page 6, 8 14, 13
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Structural repair and replacement not caused by act, omission or negligence of Corporation; Quiet Enjoyment	page 4,5, #6
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Must have written approval from Commissioner of Public Works; Town shall own improvements	page 5, #7
28	Casualty	Are there provisions in the event of a casualty?	GEC must co-pay	page 6, #8, pages 14, #13

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Annual Report to be filed with First Selectman within 60 days afater each anniversary year of this lease	page 15, #15
30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Name of Lease: GEMS Governing Agt

Reviewer: Mary Ferry

Date: \_\_\_\_\_

	Category	Description	Governing Agreement for Providing Advanced Life Support Emergency Medical Services By and Between Town of Greenwich and Greenwich Emergency Medical Service, Inc.	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Not a lease. In 1991-92 there was a renewable lease for part of the Art Barn, 143 Lower Cross Road. A new facility has been built there for GEMS use. (Do not have current or renewed lease.)	
2	Address	What is the property address?	x	
3	Tenant	Who is the named Provider	Greenwich Emergency Medical Services, Inc. ATtn: Executive Director, 1111 East Putnam Ave., Riverside, CT 06878	p. 31
4	Landlord	Who is the named Landlord?	x	
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Dept. of Health, Attn: Director of Health, Town Hall, 101 Field Point Road, Greenwich, CT 06836-2540	p. 31
6	Date of Lease	What is the date of the Lease?	Date of Agreement: July 1, 2001	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	July 1, 2009 Agreement extended to June 30, 2014 with same terms and conditions	
8	Lease Commencement Date	What is the Lease Commencement Date?	July 1, 2001; initial agreement Nov. 16, 1989 extended to June 30, 1994; subsequent agreement July 1, 1994 and Govaerning Agreement July 1, 1996	pp.1&2
9	Rent Commencement Date	What is the Rent Commencement Date?	Town paid GEMS \$1,473,818 for 2001-02; later years determined by budget appropriations. Release subject to BET approval of GEMS financial statements.	pp.20-21

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

10	Lease Expiration Date	What is the Lease Expiration Date?	June 30,2009 extended to June 30, 2014	p.1 and amendment
11	Rent	What is the Rent charged?	x	
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	x	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	x	
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	x	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	x	
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Pays all compensation and expenses	p.19
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	x	
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Directions for disposal of ambulances and other equipment upon terminaation of agreement	p.24
19	Security Deposit	Did Tenant provide a Security Deposit?	no	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	yes Town may cancel agreement	p.22
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Notify GEMS in writing on or before April 1st of any year agreement terminates. Also may terminate for breach of contract.	Sec.XXI p. 22 also p.28
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	180 days written notice before any June 30th for financial reasons or need for amendment of contract. Town and GEMS work to solve problem by April 1st. If no agreement, GEMS may give Town 2nd written notice by April 15th to terminate.	Sec. XXI pp.22-23
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	no	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No - May not delegate or assign rights and obligations without consent of Town.	
25	Insurance	Describe the requirement for Tenant to carry insurance.	Subject to adjustment by Comptroller. General, automobile, excess, employer's and professional liability; Workers' compensation, medical malpractice as required in Exhibit A. Indemnifies Town.	Sec XXV & XXVI pp.26,27
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Annual appropriation, subject to release by BET. Paid semi-annually upon receipt of financial statements.	pp.22-23
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.		
28	Casualty	Are there provisions in the event of a casualty?	Not specifically - see insurance and termination agreements	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	x	



Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Scope of service, licenses, performance requirements, financial reporting, medical supervision by EMS Director of Greenwich Hospital, communication system, Board of Directors elections, Executive Director replacement procedures, volunteers, fundraising	
			Status of lease for Lower Cross Road building is unknown.	

Name of Lease: GEMS Maintenance Agt

Reviewer: Mary Ferry

Date: \_\_\_\_\_

	Category	Description	GEMS Maintenance Agreement	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Art Barn on Lower Cross Road	
2	Address	What is the property address?	Lower Cross Road	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Gems	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Public Works; contact BC&M division for routine maintenance and repairs	
6	Date of Lease	What is the date of the Lease?	This is not a lease. It is an unsigned agreement written about the time the Art Barn was renovated. Agreement given to M. Ferry by GEMS.	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	x	
8	Lease Commencement Date	What is the Lease Commencement Date?	unknown	
9	Rent Commencement Date	What is the Rent Commencement Date?	no rent specified	
10	Lease Expiration Date	What is the Lease Expiration Date?	not given - presumably when Governing Agreement with GEMS expires	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

11	Rent	What is the Rent charged?	none	
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	x	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	No. GEMS responsible for an energy saving program	
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	no	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Snow and trash removal,diesel fuel for generator, waste water removal for floor drains and septic tank; telephone, cable and computer service; maintenance of security system, care of landscape, refilling of used fire extinguishers; care of appliances and replacement of them; routine	
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Obligated to amintain records for OSHA	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	not given - actually used for garaging ambulances, office space, kitchen, sleeping quarters	
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Exterior washing of vehicles at this location prohibited	
19	Security Deposit	Did Tenant provide a Security Deposit?	no	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	x	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	x	
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	x	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	x	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	x	
25	Insurance	Describe the requirement for Tenant to carry insurance.	See Gems Governing Agreement	
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Routine and long term maintenance and building repairs; utilities, maintenance of emergency generator; building keys; yearly inspection of fire extinguishers and maintenance	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	none	
28	Casualty	Are there provisions in the event of a casualty?	no	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	This agreement seems to be informal. Should there be a formal lease?	
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Name of Lease: Greenwich Arts Council

Reviewer: CRPM

Date: 2/10/1008

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	2nd and 3rd floors of Old Town Hall	1
2	Address	What is the property address?	299 Greenwich Avenue	Preamble
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Arts Council, Inc. , a CT nonprofit corporation	Preamble
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town	Preamble
5		Town Contact/Responsible Department	Notices to First Selectman	18
6	Date of Lease	What is the date of the Lease?	Nov 17. 2000	Preamble
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	Notice of renwal given at some point - new lease under negotaiton	
8	Lease Commencement Date	What is the Lease Commencement Date?	November 1, 2000	2
9	Rent Commencement Date	What is the Rent Commencement Date?	\$10.00 (rent for entire term) paid at signing	3
10	Lease Expiration Date	What is the Lease Expiration Date?	October (31) 2010	2
11	Rent	What is the Rent charged?	\$1.00 per year	3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No	N/A
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays proportionate share	7
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	N/A
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	see above - billed proportionate share. Tenant responsible for interior, nonstructural maintenance and repairs; Town for structural maintenance and repairs, including all mechanical, eletricl, plumbing, sysmtems, controls, etc.	7, 6

Name of Lease: Greenwich Arts Council  
 Reviewer: CRPM  
 Date: 2/10/1008

16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No	N/A
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	"general community purposes primarily in support of the arts"	4
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Yes - must consult with Parks & Rec on policies, rental space allocation, other uses. No strolling theatrical companies. Meeting room on 2nd floor must be available at reasonable times for general community purposes. Fees for use by others must be approved by Parks and Rec.	4
19	Security Deposit	Did Tenant provide a Security Deposit?	No	N/A
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes	13
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	1) on 120 days written notice; 2) Default (no insurance, abandonment, liens, breach of provisions of lease)	13
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	1) On 120 days written notice	13
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes; for one additional 10 year term. Terms - must give 6 months notice, subject to such conditions as the Town may then deem necessary or appropriate	15
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	NO subletting; NO assignment	11
25	Insurance	Describe the requirement for Tenant to carry insurance.	all risk commercial property ins in amount nlt current replacement cost of premises + improvements/alts etc.; Commercial general liability ins BI/PD (\$1 million) "personal and advertising liability injury" (\$1 million) - \$2 million general aggregate; workers comp (\$500k); Umbrella \$1 million per occurrence -- NB Town can increase limits	9
26	Landlord Services	What services are the Landlord required to provide to Tenant?	all maintenance and repairs of structure, mechanical electrical plumbing, etc.; all utilities (billed in proportionate share)	6
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Permitted at Tenant cost, Town owns, approval required, but no unreasonable denial or delay.	8
28	Casualty	Are there provisions in the event of a casualty?	No	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Lease.		
30	Other Charges	Please describe any other noteworthy provisions or concerns raised in your review of the lease document.	x	

Name of Lease: Greenwich Arts Council REVISED 2010

Reviewer: CRPM

Date: 5/27/2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	2nd and 3rd floors of Old Town Hall	1
2	Address	What is the property address?	299 Greenwich Avenue	Preamble
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Arts Council, Inc. , a CT nonprofit corporation	Preamble
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town	Preamble
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease Terms? Where is notice to Town sent?	Notices to First Selectman : Director of Senior Center is primary contact -- change from Director of Parks and Recreation	18
6	Date of Lease	What is the date of the Lease?	Draft lease, not executed	Preamble
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	Notice of renewal given at some point - new lease under negotiation	
8	Lease Commencement Date	What is the Lease Commencement Date?	November __, 2010	2
9	Rent Commencement Date	What is the Rent Commencement Date?	\$10.00 (rent for entire term) paid at signing	3
10	Lease Expiration Date	What is the Lease Expiration Date?	November __, 2020	2
11	Rent	What is the Rent charged?	\$1.00 per year	3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No	N/A
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays proportionate share - Tenant now provides and pays custodial services for Premises	7
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	N/A
15	Operating Expenses	Does Tenant contribute to the cost or proportion of operating expenses?	see above - billed proportionate share. Tenant responsible for interior, nonstructural repairs	7, 6

Name of Lease: Greenwich Arts Council REVISED 2010

Reviewer: CRPM

Date: 5/27/2011

16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No	N/A
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	"general community purposes primarily in support of the arts"	4
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Yes - must consult with Director of Senior Center (not P&R) on policies, rental space allocation, other uses. Meeting room on 2nd floor must be available at reasonable times for general community purposes. Fees for use	4
19	Security Deposit	Did Tenant provide a Security Deposit?	No	N/A
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes	13
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	1) on 120 days written notice; 2) Default (no insurance, abandonment, liens, breach of provisions of lease)	13
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	1) On 120 days written notice	13
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	No	15
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the	MAJOR CHANGE to permit subletting - Town has right to approve terms, but Tenant keeps subrent; NO assignment	11
25	Insurance	Describe the requirement for Tenant to carry insurance.	all risk commercial property ins in amount nlt current replacement cost of premises + improvements/alts etc.; Commercial general liability ins BI/PD (\$5million) "personal and advertising liability injury" (\$1 million) - \$2 million general aggregate; workers comp (\$500k); Umbrella \$1 million per occurrence -- NB Town can increase limits - Sublessees required to provide insurance	9
26	Landlord Services	What services are the Landlord required to provide to Tenant?	all maintenance and repairs of structure, mechanical electrical plumbing, etc.; all utilities (billed in proportionate share) Town No longer provides custodial services	6
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Prior Provision Deleted	8
28	Casualty	Are there provisions in the event of a casualty?	No	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the Lease.		
30	Other Charges	Please describe any other noteworthy provisions or concerns raised in your review of the lease document.	x	



Name of Lease:**Bruce Museum Management Agreement**

Reviewer:**Lucia D. Jansen**

Date:**February 19, 2011**

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Not a lease - a Management Agreement. Premise include museum building, grounds adjacent to the building, walkways, drives, and parking areas	pg 3
2	Address	What is the property address?	The Bruce Museum, One Museum Drive, Greenwich, CT 06830	pg 2
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Bruce Museum Inc. (BMI), a 501c3 not for profit membership corp. Established as an endowment fund to expand and improve physical facilities.	pg 2
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich.	pg 2
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Parks & Recreation Department, Director of P&R	pg 2
6	Date of Lease	What is the date of the Lease?	Management Agreement dated January 31, 1992.	pg 2
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None.	N/A
8	Lease Commencement Date	What is the Lease Commencement Date?	Date of signing January 31, 1992	pg 11
9	Rent Commencement Date	What is the Rent Commencement Date?	Not Applicable.	N/A
10	Lease Expiration Date	What is the Lease Expiration Date?	Fifteen years from date of signing---January 31, 2007	pg 11

Name of Lease: **Bruce Museum Management Agreement**

Reviewer: **Lucia D. Jansen**

Date: **February 19, 2011**

11	Rent	What is the Rent charged?	No.	N/A
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No.	N/A
13	Utilities	Does Tenant Pay all or any portion of the utilities?	No. Town provides water, fuel, sewer, electricity, snow plowing, landscaping, tree work. Town pays sewer at \$4,156 per year, and unknown by Mynarski for electricity. No one tracks cost of snow plow, landscaping, or tree work because museum property considered another park. Seaside museum Town pays <\$100 for entire GreenwichPoint.	pg 8
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No mention.	N/A
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Town provides maintenance and repair to museum building. Town provides BMI an annual budget appropriation (\$749,000 in 2010-11). Town provides funds to acquire objects but no one thinks they have ever lent BMI funds.	pg 8-10
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No, but Town pays for capital expenses that are NOT related to the building itself. For example, in 2010-11 budget, Town paid \$25k cameras and \$27k for telephone system for a total of \$52k. Need to review every year capital to see a more rounded picture extent of Town capital contribution.	N/A
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Construction and improvement and additions; Ownership & use of museum real property (all expansion belong to Town); museum management (exclusive right to supervise, manage and operate the museum).	pg 3-4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	BMI: a - operate/manage museum, b- proper care of museum, c-proper care objects, d- educate public, e- promote support for museum, f- oversee temp loan items, g- report to First Selectman, h- operate the Seaside Center at Greenwich Point ; Public Accountability a-h; ownership of	pg 4-5
19	Security Deposit	Did Tenant provide a Security Deposit?	None	N/A
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes.	pg 13

Name of Lease:**Bruce Museum Management Agreement**

Reviewer:**Lucia D. Jansen**

Date:**February 19, 2011**

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	The contract may be amended or terminated at any time by the mutual agreement of BMI and the Town. Upon termination Town owns all museum funds, revenues, improvements, furniture, fixtures, bonds, personal property and objects in the museum collection.	pg 12-13
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	The contract may be amended or terminated at any time by mutual agreement of BMI and the Town.	pg 13
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes, 10 year automatic extension immediately following expiration until January 31, 2017	pg 11
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No mention.	N/A
25	Insurance	Describe the requirement for Tenant to carry insurance.	BMI pays \$65,014 per year for general liability \$2mm, commercial crime \$1mm, auto liability \$1mm, workers comp, umbrella liability \$10mm, fiduciary liability \$1mm, directors and officers liability \$5mm, foreign package \$100k	pg 9
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Reasonable maintenance and repair of the museum building and premises. See above under utilities.	pg 9
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	All expansion and improvements to the museum become property of the Town.	pg 3
28	Casualty	Are there provisions in the event of a casualty?	Town holds casualty insurance with premium of \$40,924 for collection, incl transport. Further, Town holds property insurance for two buildings (Museum and Seaside) paying \$10,110 per year in premiums: breakout \$9,448 museum, \$652 Seaside Center.	pg 8
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Joe Siciliano and Peter Mynarski both agree an agreement needs to be drawn asap between Town and BMI Seaside Center. Other than small mention on page 4-5, there is no formal agreement between BMI and Town nor any specification of cost sharing or liability. Town pays for maintenance of building and utilities, insurance.	pg 5
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Summary: Town pays not only \$749,000 operating but much in miscellaneous: \$52k capital, \$4,156 sewer, \$40,924 casualty and \$10,110 property insurance for a total of \$856,190 in 2010-11. Unclear to Mynarski who in Town sets the amount given annually to BMI; amount can be modified lower due to economic conditions.	

Name of Lease: **Children's Day School**

Reviewer: **Lucia D. Jansen**

Date : **March 11, 2011**

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	A portion of the building and related site improvements: 4,781 square feet of space on the first floor; a 2,137 playground in the rear	Pg 1,2
2	Address	What is the property address?	Bendheim Western Greenwich Civic Center, 449 Pemberwick Road, Greenwich, CT 06831	Pg 1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Children's Day School (CDS), a 501c3	Pg 1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	Pg 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Rent check paid to Director, Parks and Recreation. First Selectman Jim Lash signed contract.	Pg 3, 30
6	Date of Lease	What is the date of the Lease?	The date of June 28, 2007	Pg 30
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None mentioned.	
8	Lease Commencement Date	What is the Lease Commencement Date?	The lease commences July 1, 2007.	Pg 2
9	Rent Commencement Date	What is the Rent Commencement Date?	The same commencement date July 1, 2007.	Pg 2
10	Lease Expiration Date	What is the Lease Expiration Date?	Expires August 31, 2017.	Pg 2

Name of Lease: **Children's Day School**

Reviewer: **Lucia D. Jansen**

Date : **March 11, 2011**

11	Rent	What is the Rent charged?	\$40,900 first 3 years. Begininning year 4 and every 3 years thereafter, rent increased by 7.5%, payable monthly.	Pg 3, Sch B
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	None mentioned.	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Yes. CDS pays 15% of pro rata share of monthly cost for heat, water, sewer, electricity and natural gas from 7am to 6:30 pm, M-F. CDS pays directly telephone and internet services.	Pg 12
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	None mentioned.	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	CDS pays for janitorial services and supplies such as toilet paper, hand towels, etc. Town provides, maintains, and trains a computerized door access system and 100 cards. Town also provides a perimenter burglar system and a wireless doorbell.	Pg 12, Exh F
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	None mentioned.	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	To operate a child care facility.	Pg 19
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	CDS shall not sublet the demised Premises, or any portion thereof without consent, 60 days to get out if don't comply.	Pg 19
19	Security Deposit	Did Tenant provide a Security Deposit?	No mention.	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes if CDS doesn't: maintain insurance, abandons premises, lien, non-compliance	Pg 20

Name of Lease: **Children's Day School**

Reviewer: **Lucia D. Jansen**

Date : **March 11, 2011**

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	If CDS doesn't provide: maintain insurance; abandon property; any lien.	Pg 20
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Yes. If Town acts or fails to act that results in CDS unable to obtain and/or maintain its license to be a child care facility. 120 days notice is needed.	Pg 22
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Two options to renew after August 31, 2017 expiration for two additional 5 year lease terms.	Pg 2-3
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Not without consent of the Town. Also, if premises vacated 60 days or more, considered in default.	Pg 19
25	Insurance	Describe the requirement for Tenant to carry insurance.	Child care facility insurance; Comprehensive auto (\$1M); Risk property insurance; damage to the premises; workers comp (\$500K accident, \$500k disease, \$500k limit for disease); umbrella liability (\$5M); professional liability	Pg 14-16
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Compliance with existing and future federal, state, and/or local laws.	Pg 4
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	If any improvement is needed for compliance the Town shall make improvements and if not 45 days written notice	Pg 4-5
28	Casualty	Are there provisions in the event of a casualty?	Commercial general liability insurance, including bodily injury \$1 million; single limit bodily injury and property damage \$1 million, products and completed operations \$2 million.	Pg 15
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Nothing unusual.	
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Name of Lease: Greenwich Plaza Air Rights

Reviewer: Mary Ferry

Date: \_\_\_\_\_

	Category	Description	Greenwich Plaza Inc.	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Air rights of Tracts I,II,&III @ 8'1" above mean grade level. Tract I was given to Town by Greenwich Plaza, Inc. by quitclaim deed. Steamboat Road, Arch Street and railroad	Sec3 p.5
2	Address	What is the property address?	not given	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Plaza Inc.	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	not given	
6	Date of Lease	What is the date of the Lease?	Sept.21, 1967	preamble
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	Yes July 24,1968 More insurance requirements for buildings and casualty provisions	
8	Lease Commencement Date	What is the Lease Commencement Date?	Sept.21,1967	3A p.6
9	Rent Commencement Date	What is the Rent Commencement Date?	July 24, 1970 or earlier if certificate of occupancy obtained	p.7
10	Lease Expiration Date	What is the Lease Expiration Date?	Sept.21, 2037 unless renewed for 20 years	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

11	Rent	What is the Rent charged?	First 30 years \$4,200.00; 31st - 50th year 5 and 3/4% of appraised value at end of 30th year; 51st -70th year 5and 3/4% of appraised value at end of 50th year	pp.7 and 8
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	see above	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	prorate electric for parking lot	p.10
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	Greenwich Plaza pays all taxes	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Pays 5% of parking revenue but no more than \$500/year to defray cost of collection and supervisoon of parking lot	pp.9,10
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Pays Town revenue from 200 parking meters out of 356 meters. Town does collection, maintenance and ticketing. Town provides meters.	pp.9 & 17
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	construction, operation and maintenance of buildings, structures, garages, parking areas, etc. for an office, shopping and commercial center.	Sec. 4, p.8
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	May not sell or assign lease before finishing construction	Sec. 17, p.15
19	Security Deposit	Did Tenant provide a Security Deposit?	no	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	yes.	



Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	for bankruptcy	Sec.26 p.18
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	not given	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	yes - for 20 years for rent of 6% of appraised value. Intent to renew must be given 18 months prior to end of lease.	Sec.20 p.8
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	yes - may sublease any or all of structures to be erected	Sec.4 p.8
25	Insurance	Describe the requirement for Tenant to carry insurance.	Liability not less than \$500,000 bodily injury for one person, \$1,000,000/accident.property damage not less than \$25,000 - More requirements in ammendment to lease	p.14
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Parking lot supervision, collection, maintenance	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Upon termination, title to improvements in the Air Rights vest in the Town	Sec. 21
28	Casualty	Are there provisions in the event of a casualty?	Casualty provisions in amendment of July 24, 1968	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Town may pay insurance if Greenwich Plaza does not and add to rent. Late rent payments bear interest of 6%/year until paid.	p.15
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Greenwich Plaza may mortgage property if not in default on taxes, rent, etc. - Greenwich Plaza may offer to purchase demised premises or the fee to the underlying tracts at end of lease.	Sec. 18 p. 15

Name of Lease: Metro Mobile Celll Tower

Reviewer: Karen Sadik-Khan

Date: \_\_\_\_\_

	Metro Mobile CTS of Fairfield County Inc.	Prepared by Karen Sadik-Khan	2/22/2011	
	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	7,000 square feet at Bruce Memorial Golf Course located at 1323 King St., Greenwich	Exhibit A
2	Address	What is the property address?	1323 King St., Greenwich, CT	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Metro Mobile CTS of Fairfield County, Inc.	page 1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich: First Selectman	page 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	First Selectman's Office (no specific name); Town Treasurer and BOS before Dec. 31 each year shall receive from the VP - Network a certification of full compliance with the lease	page 7, #16a
6	Date of Lease	What is the date of the Lease?	March 1, 1993	page 2a
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None	
8	Lease Commencement Date	What is the Lease Commencement Date?	March 1, 1993	page 2a

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

9	Rent Commencement Date	What is the Rent Commencement Date?	Starts upon signature; occupancy starts upon completion	page 2, #1-5
10	Lease Expiration Date	What is the Lease Expiration Date?	28-Feb-13	page 2,a
11	Rent	What is the Rent charged?	\$250,000 up front; \$1 per year - entire amount of \$20 to be paid upon execution of the lease	page 2, b 2;page 3, #3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	None	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Corporation is responsible for all charges for all utilities consumed on the premises	page 6, #6,7
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	No	page 4
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Yes. Improvements and alterations; accessory building for generator for Town	page 7, #7
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	As a radio communications site - t construct a free standing 100 foot tower; accessory building, generator, fencing, etc.	page 4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Yes. To be used solely for development of and use as a radio communications cell tower site	page 3, #4

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

19	Security Deposit	Did Tenant provide a Security Deposit?	No	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes. Default - if Corporation doesn't construct, install and operate a 100 ft radio communications tower on property within 120 days of execution of lease OR if Corporation fails to construct and locate the accessory building on the premises within 180 days, etc.	page 12, #13A
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?		
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	If the VP of Network determines the premises are no longer compatible for its intended use - upon 180 days prior written notice to the Town.	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes. For an additional five year term upon the expiration hereof or upon the expiration of the first renewal term provided that it shall give written notice to the Board of Selectman of the Town of its intention 180 days prior to the expiration date of this lease or of the renewal term.	page 16,-17 #14
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Solely used by the Corporation; but there is an additional user's clause between the Town and the Corporation for the use of the Corporation's facility at 1111 E. Putnam Ave., OG. The Corporation shall not sublet the demised premises or any portion nor shall the lease be assigned. The	page 3, # 4
25	Insurance	Describe the requirement for Tenant to carry insurance.	Owner's and Contractor's Protective liability, \$1M per occurrence and \$2M in aggregate; Worker's Compensation as required by statute; Insurance for the benefit of the Town against damage to the needed facilities located on the premises by fire, etc., Excess liability \$5M	page 8-9, #8
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Digital Communication Links; Quiet Enjoyment	page 12, #12; page 18, #17
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Provide generator for Town use; any improvements or alterations shall be the property of the Town and shall remain upon and be surrendered with the premises on the expiration or termination of the Lease without compensation to the Corporation	page 6-7, #7
28	Casualty	Are there provisions in the event of a casualty?	Insurance: for damages - coverage of the policy to be reasonably sufficient and not less than the replacement cost of the needed facilities located on the premises.	page 8, #8c

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	The Corporation is not obligated to return site to original state; any improvements become property of the Town	page 4, #4; page page 7, #7
30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	The tenant is Metro Mobile Fairfield but the notices go to the VP Network of Bell Atlantic Systems, Inc. -not on the lease. The \$250,000 worth of equipment provided up front is from Motorola - not on the lease - where are the guarantees for that? Holding Over provision allows the Town to elect to	page 17, #16b;page 2-3, #b2
				page 18-19, #19
			The First Selectman, Director of Parks and Recreation and their authorized agents have the right to enter and inspect the premises al all reasonable times during normal business hours with no less than 2 hours notification being given to the Corporation.	page 11, #11

Name of Lease: Cingular Wireless

Reviewer: Karen Sadik-Khan

Date: \_\_\_\_\_

	Name of Lease: New Cingular Wireless PCS	Prepared by Karen Sadik-Khan	2/22/2011	
	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	1323 King St., Greenwich; a certain portion of the property described as the ground space (approximately 300 square feet) along with space on the communications tower (the Tower) on the approximately 7,000 square foot lease area (Metro Lease Area) previously assigned to Metro Mobile cTS of Fairfield	page 1,2
2	Address	What is the property address?	1323 King St., Greenwich - Griffith E. Harris Golf Course	page 1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	New Cingular Wireless PCS, LLC	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich by First Selectman, Jim Lash	page 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	First Selectman	page 20, #17
6	Date of Lease	What is the date of the Lease?	July 13, 2006 to February 28, 2013 with one five year renewal	page 2, #2
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None	
8	Lease Commencement Date	What is the Lease Commencement Date?	13-Jul-06	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

9	Rent Commencement Date	What is the Rent Commencement Date?	13-Jul-06	
10	Lease Expiration Date	What is the Lease Expiration Date?	2/28/2013	
11	Rent	What is the Rent charged?	\$30,000 per year base; payable \$2,500 per month with a 3% increase per year over base, starting with year # 2. Payments sent to Griffith E. Harris Golf Course, Attn: Business Office Supervisor on first day of the month.	page 2, #3A. Page 18, #13
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	None	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Pays all utilities and maintenance	page 3, C
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	Pays all personal property taxes assessed by the Town on any personal property owned, operated or maintained by Cingular on the premises.	page 2-3, B
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Maintenance, alternations and improvements; resurfacing of utility road and parking lot; screenings and plantings around fenced areas; cost of restoring property to original good order and condition	
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Yes - resurface utility road and Cliffdale Rd. and parking area	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Cingular shall use the premises only for purposes of constructing, maintaining and operating antennae, etc.	page 5, #4
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Must get permission from Metro (original lease holder) for improvements and maintenance and from Town of Greenwich DPW, Director of Parks and Recreation with necessary building permits, etc.	page 8-9, #7

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

19	Security Deposit	Did Tenant provide a Security Deposit?	None	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes	page 15, #12A, 1-4
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	If Cingular does not procur and maintain insurance; abandons or deserts premises; any lien against premises is not discharged within 30 days of the notice of such; if Cingular fails to comply with any provision of the llease and does not cure such default within 30 days of notice	page 14-15, #1,2,3,4
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Cingular written notice to Town prior to commencement of construction; Cingular is unable to obtain, maintain, any required approvals to operate the communication facility; Cingular upon 60 days prior written notice to Town for any reason as long as Cingular pays Town rent at then current rate until the end of the Town's fiscal year (July 1 to June 30).	page 17, F,#a.b.c
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Yes, for one five year renewal	page 2, #2,
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Cingular must have prior written consent from the Town to assign the lease or sublet any portion of the premises. However Cingular will have the right to assign,sell or transfer its interest under this Agreement without approval of the Town to Cingular's parent or member company or affiliate or subsidiary or	page 13, #10
25	Insurance	Describe the requirement for Tenant to carry insurance.	Fire&extended coverage not less than 100% full replace.cost of Cingular's improvs. ;Commerical per occurance \$1M; personal injury and advertising injury \$1M; aggregate for products and completed operations \$2M; Workers comp.\$500,000 liability minimum limits \$500,000; \$500,000per employee disease; \$500,000 policy limit disease; Umbrella \$2M each occurrence; \$2M aggregate	page 9, #8A
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Quiet enjoyment	page 21, #18
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	All are owned by the landlord except for items on the tower	page 4, #E
28	Casualty	Are there provisions in the event of a casualty?	Insurance: loss payee provisions in favor of the Town; Cingular shall indemnify, defend & save the Town harmless from & against all liabilities, obligations, etc; if Tower damaged by fire or other &Town renders the repair and reconstruction thereof imprudent or impractical, this Lease shall terminate and Cingular shall surrender possession of the leased premises to the Town.	page 9, #8. A; page 12, #9; page 19, #15



Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	None	
30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Golf Pro  
 Name of Lease: \_\_\_\_\_  
 Reviewer: Erf Porter \_\_\_\_\_  
 Date: \_\_\_\_\_

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	N/A - Professional Servicices Agreement with Joseph Felder, PGA Professional	
2	Address	What is the property address?	Josephj Felder c/o Griffith E. Harris golf Course, 1300 King Street, Greenwich CT 06830	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Josephj Felder c/o Griffith E. Harris golf Course, 1300 King Street, Greenwich CT 06830	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of ghe Professional Services agreement? Where is the notice to the Town	First Selecman and Director of Parks & recreation	
6	Date of Services Agreement	What is the date of the Services Agreement	Noveember 29, 2010	Pg 1, PP 1
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	N/A - Professional Servicices Agreement with Joseph Felder, PGA Professional	
8	Services Commencement Date Pro Shop Annual Maintenance Fee	What is the Services Agreement Commencement Date?	Pro Shop January 1, 2011 - December 31, 2013 with 9 equal payments scheduled the first of each monthfor the Annual Mainenance Fee which is \$5000.00 per and covering the period April 1 - December 31. year.	4 3A
9	Date of Services Agreement	What is the Annual Maintenance Fee Commencement Date?	See above	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

10	Services Commencement Date	What is the Services Commencement Date	1-Jan-11	
11	Services Expiration Date	What is the Services Expiration Date	December 31, 2013 with the option to renew to December 31, 2015 upon mutual agreement	
12	Annual Pro Shop Maintenance Fee	What is the fee charged?	\$5000 per year in 9 equal month payments (see #8)	
13	Sharing of Fees	Is there any Additional Sharing of Fees?	Yes, Operation of the golf driving range pursuant to 4.1. Operation of 64 self propelled golf carts. Fees charged by golfers shall be approved by the Board of Selectmen	6, 4 and 7, 5; 8, 8 and 4, 3
14	Utilities	Does the Golf Professional make any payment for utilities	Yes, the Golf Professional is responsible for all Pro Shop electricity, A/C, heating, alarm services, cable TV , and phone expenses	
15	Operating Expenses	Does the Golf Professional contribute to the costs of operating golf carts and the driving range?	Yes Driving Range see 7, 4 and Yers Golf Carts see 7, 5	7, 4 and 7, 5
16	Fee Income Sharing	Are there any other fees and/or obligations that shared with the Town of Greenwich?	Yes - 50% of the golf cart gross revenues and 50% of the driving range gross revenues. Golf Professional provides annual statement reflecting revenues and expenses for Golf Cart rentals and Driving Range operations by December 15 pursuant to Statement A.	1 B and 1 A
17	Permitted Use	What is the Golf Professional permitted to use the Golf facilities for.	As defined in the Agreement	2
18	Use Restrictions	Are there any restrictions on the Golf Professional's use of the Pro Shop and Driving Range?	N/A	
19	Security Deposit	Did the Golf Professional provide a Security Deposit?	N/A	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

20	Termination Provisions: Y or N	Does the Town of Greenwich have the right to Terminate the Lease	x	
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Yes, by Director of Parks & Recreation or the First Selectman with 60 day written notice prior to the end of a calendar year of the agreement	
22	Golf Professional's right to Terminate	What are the Golf Professional's Rights to Terminate the Agreement	Yes, by providing written notice 60 days prior to the end of a calendar year	
23	Services Agreement Renewal Rights	Does the Golf Professional or the Town of Greenwich have the right to renew this agreement?	Yes., see # 11	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	N/A	
25	Insurance	Describe the requirement for Golf Professional to carry insurance.	See page 9 #10 - page 12 #11	
26	Town of Greenwich facilities	What services are the Town of Greenwich required to provide?	Space for the Pro shop, Space to store the golf carts, Driving Range, Space for the Golf Professional to provide golf lessons	
27	Golf Professional's additional services	What additional services is the Golf Professional required to provide?	To score and manage golf tournaments pursuant to the fee structure defined on page 8 #8.	
28	Golf Professional facilities	What happens to improvements made by the Golf Professional	See page 4 and ff regarding the Pro Shop	
29	Casualty	Are there provisions in the event of a casualty?	Yes see #25, Insurance	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		
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Name of Lease: American Legion

Reviewer: Erf Porter

Date:

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Old Glenville Community Center with use of the parking area of Town in the vicinity of the leased premises.	1,2
2	Address	What is the property address?	248 Glenville Road, Glenville, CT	1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Post # 29, American Legion, Inc.	17
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	17
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	First Selectman, Town of Greenwich	17
6	Date of Lease	What is the date of the Lease?	December 16, 1997	1
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	NO - N/A	NO - N/A
8	Lease Commencement Date	What is the Lease Commencement Date?	December 16, 1997	1,2
9	Rent Commencement Date	What is the Rent Commencement Date?	December 16, 1997	2,3

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

10	Lease Expiration Date	What is the Lease Expiration Date?	Decemer 15, 2017	2,3
11	Rent	What is the Rent charged?	\$1.00 per year x 10 = \$10,00 paid December 16, 2007	2,3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	NO N/A	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Yes, all utilities including, but not limited to telephone, heating, air conditioning, water, and electricity. Tenant provdes for collection and disposal of trash. Town responsible for snow removal.	6,3
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	NO N/A	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Yes, all operating expenses including but not limited to utilities.	6,3
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Yes, improvements or alterations with prior written approval of Commissioer of DPW	4,7
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Set forth in the American Legion Post 29 by laws with provide for a Town-wide multi-purpose veterans program	2,4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	yes, written approval of BOS required for users other than "Town-wide multi-purpose veteran purposes.	
19	Security Deposit	Did Tenant provide a Security Deposit?	NO	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes - First Selectman with prior approval of RTM and 90 day notification or in the event of default by the tenant.	10, 12
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Yes - First Selectman with prior approval of RTM and 90 day notification or in the event of default by the tenant; or. Upon by default by tenant.	10, 12
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Yes, with 90 days written notice.	10, 12
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	NO	5, 8
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	NO	
25	Insurance	Describe the requirement for Tenant to carry insurance.	Commercial General Liability Insurance holding the Town harmless and for value of not less than \$1 million and as specified by the Town from time to time. Ditto fire, umbrella liability and certificate of insurance.	5, 8
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Structural repair of roof or replacement of heating or domestic hot water systems	3, 6
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	All alternations, improvements hold Town harmless; tenant plans, pursuant to permit regulation, and administrative approvals and all become property of Town after lease expires.	7, 4
28	Casualty	Are there provisions in the event of a casualty?	YES, liability insurance of the tenant	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	x	



Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		
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Name of Lease: Arch Street Teen Center

Reviewer: Erf Porter

Date: \_\_\_\_\_

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Building @ 100 Arch Street + adjacent parking area w/ 20 spaces + right to cross Town land between bulding contiguous to Town Lan (Note map - Exhibit A)	Pg 2, pp 1
2	Address	What is the property address?	100 Arch Street, Greenwich CT	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Teen Center, Inc., Chairman of the Board of Directors Teen Center, Greenwich, CT 06830	Title page and Pg 20, pp 171
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	Pg 1, pp 1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	First Selectman, Town of Greenwich	Pg 20 pp 17ib
6	Date of Lease	What is the date of the Lease?	12 April 2010. New lease, old lease expired october 31, 2010	Pg 1, pp2
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	N/A	
8	Lease Commencement Date	What is the Lease Commencement Date?	January 1, 2010	2A 1)
9	Rent Commencement Date	What is the Rent Commencement Date?	Janurary 1, 2010, and year to year thereafter	3D

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

10	Lease Expiration Date	What is the Lease Expiration Date?	31-Dec-05	2 A2/
11	Rent	What is the Rent charged?	\$1.00 per year commencing January 1, 2010	4, 3, D
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No - N/A	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Yes	4, 3, C
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant responsible for all maintenace and operating expenses	3, 3
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No, but Tenanat responsible for all expenses and costs including improvements and alternations - all viewed as inclusive	3, 3
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Use of premises - only as a Teen Center	4, 4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Yers, only as a Teen Center	
19	Security Deposit	Did Tenant provide a Security Deposit?	No	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes - Default Emergency or Public Response Termination	11, 9
21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Tenant has unilateral option to extend pursuant to 23. Except, if default by Tenant, Emergency, or Public Purpose Termination.	11, 9, A-1; 13, 9, 2)
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Unilateral with 6 months written notice	15, 9, B-D
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Tenant option to renew for 2 additional terms w/ 3 month prior written notification. If 2 terms of renewal exercised, lease term terminates on December 31, 2015	3, A , 2) a) or B)
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No and use of premises is stipulated	4, 4
25	Insurance	Describe the requirement for Tenant to carry insurance.	As specified in Exhibit C. Insurance requirements Sheet. Same insurance for Tenant contractors, Town liability limited pursuant to 5c	5, 5 and 5c
26	Landlord Services	What services are the Landlord required to provide to Tenant?	No - N/A.	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	All alternations or improvements hold Town harmless. Tenant plans pursuant to permit, regulatory, and administrative approvals. Improvements and alternations become the property of the Town upon termination of liability insurance or Tenant	
28	Casualty	Are there provisions in the event of a casualty?	Puruant to Town insurance guidelines	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	note reference to snow removal or structural repairs (i.e. roof or replacement of heating and hot water systems)	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Inspection and Emergency Repairs, condition of premises, alternations and improvements- specific tenant requirements	7, 6, 8, 7, and 9, 8
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Name of Lease: Greenwich Library

Reviewer:J. Oberlander

Date:Feb. 16, 2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Byram Library? (Property description missing from lease copy)	Introduction
2	Address	What is the property address?	Property bordered by Mead Avenue, William Street ("map" missing from lease copy)	Para. 1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	The Greenwich Library ("Library")	Introduction
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich, acting through all three Selectmen	Introduction
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	None specified.	
6	Date of Lease	What is the date of the Lease?	14-Jun-71	Introduction
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None	
8	Lease Commencement Date	What is the Lease Commencement Date?	14-Jun-71	Para 2
9	Rent Commencement Date	What is the Rent Commencement Date?	14-Jun-71	Para 2
10	Lease Expiration Date	What is the Lease Expiration Date?	13-Jun-70	Para 2

Name of Lease: Greenwich Library

Reviewer:J. Oberlander

Date:Feb. 16, 2011

11	Rent	What is the Rent charged?	\$1 per year for a total rent of \$99 payable on execution of the Lease	Para. 2
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	None specified.	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant holds title to the building. Tenant responsible for proper maintenance and repair of building.	Paras 4, 8
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	None specified.	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant responsible for proper maintenance and repair of building	Para. 8
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Tenant shall maintain insurance on Leased Premises in amounts and kinds required by the TOG Comptroller	Para 9
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Use solely for construction of a building to be used for a public library.	Para 4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	Tenant shall use land solely for construction of a building to be used and maintained as a public library.	Para 4
19	Security Deposit	Did Tenant provide a Security Deposit?	No.	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes	Para 5

Name of Lease: Greenwich Library

Reviewer:J. Oberlander

Date:Feb. 16, 2011

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Landlord may re-enter and repossess if Tenant fails to build within 2 years or ceases to use said building as a public library.	Para 5
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	None specified.	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	No renewal rights specified.	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No specific provision, however, Lease is binding on all successors and assigns.	Para. 11
25	Insurance	Describe the requirement for Tenant to carry insurance.	Tenant shall maintain insurance on Leased Premises in amounts and kinds required by the TOG Comptroller	Para 9
26	Landlord Services	What services are the Landlord required to provide to Tenant?	None specified.	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Tenant shall be responsible for all cost to construct and maintain building on land. Landlord provides premises AS IS. Upon expiration of Lease, Tenant surrenders all title and interest in structure, appurtenances, equipment, fixtures and personal property located w/in Library.	Para 6
28	Casualty	Are there provisions in the event of a casualty?	None specified.	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	GROUND LEASE. Town reserved a right-of-way for purpose of ingress and egress by BOE and employees to New Leb. School. Tenant agrees to provide parking spaces to BOE and employees; the number of said spaces tbd by BOE w/ consultation w/ Tenant.	Para. 12
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		



Name of Lease: Mianus Bridge Lease

Reviewer:J. Oberlander

Date:Feb. 16, 2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Certain parcels (7) located below I95 alongside of Strickland Road, River Road, Riverside Avenue.	
2	Address	What is the property address?		
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Town of Greenwich	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	State of CT	
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?		
6	Date of Lease	What is the date of the Lease?	x	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	x	
8	Lease Commencement Date	What is the Lease Commencement Date?	1-Dec-95	
9	Rent Commencement Date	What is the Rent Commencement Date?	x	
10	Lease Expiration Date	What is the Lease Expiration Date?	30-Nov-15	

Name of Lease: Mianus Bridge Lease

Reviewer:J. Oberlander

Date:Feb. 16, 2011

11	Rent	What is the Rent charged?	\$1/year	
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	x	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	x	
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	x	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	x	
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	x	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Public, municipal, recreational, parking, walkway, adjoining property access, open space or historical preservation purposes.	
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	x	
19	Security Deposit	Did Tenant provide a Security Deposit?	x	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	x	

Name of Lease: Mianus Bridge Lease

Reviewer:J. Oberlander

Date:Feb. 16, 2011

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	x	
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	x	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	x	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	x	
25	Insurance	Describe the requirement for Tenant to carry insurance.	x	
26	Landlord Services	What services are the Landlord required to provide to Tenant?	x	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	x	
28	Casualty	Are there provisions in the event of a casualty?	x	
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	x	
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Name of Lease: The Hill House

Reviewer: J. Oberlander

Date: March 31, 2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Portion of property subject to lease to Town by State of Connecticut (Note: I am not sure from description which portions of overlease leased to Hill House)	p. 2, para. 1
2	Address	What is the property address?		
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	The Hill House, Inc., a private not-for-profit	p. 1 initial para.
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich; lease set to be signed by First Selectman Ragland'	p. 1 initial para.
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Notice sent to First Selectman	p. 22, para 19a
6	Date of Lease	What is the date of the Lease?	Approved by RTM June 10, 1996 (per M. Ferry notes)	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None apparent.	
8	Lease Commencement Date	What is the Lease Commencement Date?	unmarked in lease version reviewed. Sometime in 1996	p. 2 para 2
9	Rent Commencement Date	What is the Rent Commencement Date?	not specified	
10	Lease Expiration Date	What is the Lease Expiration Date?	November 30, 2015. Lease is coterminous with over-Lease from State of CT to Town.	p. 2, para. 2

Name of Lease: The Hill House

Reviewer: J. Oberlander

Date: March 31, 2011

11	Rent	What is the Rent charged?	\$1.00 / year	p. 3, para. 2
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No.	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays all utilities	p. 6, para 5
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	None specified.	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant pays all cost to maintain Premises, including utility, sewer, storm lines or other systems on the Premises. Tenant makes all mechanical, electrical, structural, & non-structural repairs required to maintain Premises in good order. Tenant pays for snow/garbage removal.	p. 4, para 4
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Net lease.	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Use provision - but no specified use.	p. 6, para 6
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Must be used according to terms of State overlease. State overlease provides that the Premises shall be kept open for use by the general public at reasonable hours and times of the year.	
19	Security Deposit	Did Tenant provide a Security Deposit?	None specified.	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes.	p. 14-15, para 12

Name of Lease: The Hill House

Reviewer: J. Oberlander

Date: March 31, 2011

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	On Tenant's default of any sublease term or any term of overlease, after opportunity to cure. LL may terminate if Premises are no longer used by Tenant for parking, walkway and adjoining access for a period of 6 months.	p. 14-15, para 12
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Tenant may terminate with 30 days prior written notice to Town	p. 14, para 12
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	None specified.	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Express written approval of BOS and P&ZC prior to any sublease or assignment.	p. 10, para. 8
25	Insurance	Describe the requirement for Tenant to carry insurance.	General Liability for personal injury, property damage (incl. vehicles parked on premises), accidental death - \$1m single occurrence, \$2 M general aggregate. Property casualty for any risk to buildings or structures on Premises. \$2 M excess Liab. Tenant required to keep up insurance as	p. 8-9, para 7
26	Landlord Services	What services are the Landlord required to provide to Tenant?	none specified.	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Tenant may perform Town approved and appropriately permitted alterations and improvements to Premises. Tenant responsible for all costs. All improvements/alterations/additions revert to Town at sublease termination.	p. 12-13, para 11
28	Casualty	Are there provisions in the event of a casualty?	Yes. Tenant may apply all insurance proceeds to renovate in accordance with terms of sublease, with notice given w/in 45 days of casualty event. If no notice of renovation given, sublease is deemed terminated and Town receives insurance proceeds.	p. 19-20, para 14
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Town authorized to inspect to ensure full compliance with sublease terms - Commissioner of Public Works and P&ZC may inspect Premises annually and request pertinent records. Tenant to provide financial records and reports of alterations, improvements & maintenance w/in 120 days from	p. 22, para 18
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Note: Lease reviewed was from M. Ferry's files and unsigned. Need to review a copy of signed sublease.	

Name of Lease: Historical Society

Reviewer:J. Oberlander

Date: March 9, 2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Portion of property subject to lease to Town by State of Connecticut (parcels 1 and 2)	p. 2, para. 1
2	Address	What is the property address?		
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Historical Society of the Town of Greenwich	p. 1 initial para.
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich; lease set to be signed by First Selectman Ragland'	p. 1 initial para.
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Notice sent to First Selectman	p. 23, para 19a
6	Date of Lease	What is the date of the Lease?	Approved by RTM June 10, 1996 (per M. Ferry notes)	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None apparent.	
8	Lease Commencement Date	What is the Lease Commencement Date?	unmarked in lease version reviewed. Sometime in 1996	p. 3 para 2
9	Rent Commencement Date	What is the Rent Commencement Date?	not specified	
10	Lease Expiration Date	What is the Lease Expiration Date?	November 30, 2015. Lease is coterminous with over-Lease from State of CT to Town.	p. 3, para. 2

Name of Lease: Historical Society

Reviewer: J. Oberlander

Date: March 9, 2011

11	Rent	What is the Rent charged?	\$1.00 / year	p. 3, para. 2
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No.	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays all utilities	p. 7, para 5
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	None specified.	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant pays all cost to maintain Premises, including utility, sewer, storm lines or other systems on the Premises. Tenant makes all mechanical, electrical, structural, & non-structural repairs required to maintain Premises in good order. Tenant pays for snow/garbage removal.	p. 5, para 4
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Net lease.	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Premises to be used only in support of Tenant's historical preservation purposes.	p. 7, para 6
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Must be used according to terms of State overlease. State overlease provides that the Premises shall be kept open for use by the general public at reasonable hours and times of the year.	
19	Security Deposit	Did Tenant provide a Security Deposit?	None specified.	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes.	p. 15-16, para 12



Name of Lease: Historical Society

Reviewer: J. Oberlander

Date: March 9, 2011

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	On Tenant's default of any sublease term or any term of overlease. LL may terminate if Premises are no longer used by Tenant for parking for a period of 6 months.	p. 15-16, para 12
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	Tenant may terminate with 30 days prior written notice to Town	p. 15, para 12
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	None specified.	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Express written approval of BOS and P&ZC prior to any sublease or assignment.	p. 11, para. 8
25	Insurance	Describe the requirement for Tenant to carry insurance.	General Liability for personal injury, property damage (incl. vehicles parked on premises), accidental death - \$1m single occurrence, \$2 M general aggregate. Property casualty for any risk to buildings or structures on Premises. \$2 M excess Liab. Tenant required to keep up insurance as	p. 8-9, para 7
26	Landlord Services	What services are the Landlord required to provide to Tenant?	none specified.	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Tenant may perform Town approved and appropriately permitted alterations and improvements to Premises. Tenant responsible for all costs. All improvements/alterations/additions revert to Town at sublease termination.	p. 13-14, para 11
28	Casualty	Are there provisions in the event of a casualty?	Yes. Tenant may apply all insurance proceeds to renovate in accordance with terms of sublease, with notice given w/in 45 days of casualty event. If no notice of renovation given, sublease is deemed terminated and Town receives insurance proceeds.	p. 20, para 14
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Town authorized to inspect to ensure full compliance with sublease terms - Commissioner of Public Works and P&ZC may inspect Premises annually and request pertinent records. Tenant to provide financial records and reports of alterations, improvements & maintenance w/in 120 days from	p. 22, para 18
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Note: Lease reviewed was from M. Ferry's files and unsigned. Need to review a copy of signed sublease.	

Name of Lease: Parsonage Cottage

Reviewer: CRPM

Date: 3/31/11

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Parsonage Cottage and appurtenant land	1, Exhibit A
2	Address	What is the property address?	88 Parsonage Road, Greenwich	1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Parsonage Cottage Senior Residence Limited Partnership, a CT limited partnership whose general partner is Town Hall Annex Corporation, a CT non-profit corporation	preamble
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	preamble
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Notice to First Selectman, Town Hall; annual inspection by Comm of Public Works certifying compliance with lease, audited financials to town controller within 120 days of end of fiscal year	16, 15
6	Date of Lease	What is the date of the Lease?	August 9, 1995	Cover, In Witness...
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	None apparent	N/A
8	Lease Commencement Date	What is the Lease Commencement Date?	Unclear - execution?	2
9	Rent Commencement Date	What is the Rent Commencement Date?	Not Applicable	
10	Lease Expiration Date	What is the Lease Expiration Date?	99 years from the beginning of the first month after a building permit is obtained for the renovation of the Premises described in paragraphs 3 & 8 of the lease	2

Name of Lease: Parsonage Cottage

Reviewer: CRPM

Date: 3/31/11

11	Rent	What is the Rent charged?	Agreement to make alterations per para 8 of Lease; pay maint and operating costs, pay utilites, \$1 per year (paid at lease inception)	3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	see above	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	yes, all utilities	3C
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	yes, all operating costs, including interior, exterior, utility sewer & storm lines and systems, mechanical, electrical, structural and nonstructural repairs, refuse removal, sanding and snowplowing	3B
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	see above; also note (from Loan agreement) alterations to be completed by 6/1/1996	3
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Only as a licensed home for the aged as defined in §19a-490(c) of CT General Statutes	4
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	See above - failure to so use renders lease null and void	
19	Security Deposit	Did Tenant provide a Security Deposit?	No	N/A
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes, upon default	9

Name of Lease: Parsonage Cottage

Reviewer: CRPM

Date: 3/31/11

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	for defaults in rent, defaults under note to Town, abandons premises, liens not discharged Town can terminate on 30 days notice without cure -subject to more time if it can't be cured within 30 days and are diligently pursuing cure	9
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	None specified	N/A
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	No	N/A
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No Provision, which means it is assignable by law.	N/A
25	Insurance	Describe the requirement for Tenant to carry insurance.	Town of Greenwich additional insured. \$5 million -individual occurrence and annual aggregate -general liability including medical malpractice; workers comp; \$500k employer liability, all risk for value of premises - Town has right to require increases	5
26	Landlord Services	What services are the Landlord required to provide to Tenant?	None	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Lessee undertook a major renovation worth about \$4.5 million as consideration for lease - of that \$1.15 million was borrowed from Town under a loan agreement with a 30 yr. term . Unclear where rest of \$ came from	8
28	Casualty	Are there provisions in the event of a casualty?	If Town does not rebuild from fire or otherwise, lease terminates; town does not get insurance proceeds.	11
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Tenant has substantial obligations to comply with laws governing homes for the aged; strong indemnity for Town	13

Name of Lease: Parsonage Cottage

Reviewer: CRPM

Date: 3/31/11

30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Lack of prohibition on assignment is very troubling	
			Loan Agreement with Town requires Tenant (borrower) to raise \$650k minimum in equity.	

Name of Lease: Cos Cob Rifle Club

Reviewer: CRPM

Date: 2/22/11

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	First floor of "Sportmen's Hall and Rifle Range, Steamboat Road, Greenwich, CT	1
2	Address	What is the property address?	Steamboat Road - no number in lease	1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Coss Cob Revolver and Rifle Club, Inc., a Connecticut Corporation	preamble
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	preamble
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	First Selectman, DPW Notices to First Selectman's Office, Town Hall	12
6	Date of Lease	What is the date of the Lease?	October 28, 1985	preamble
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	none	
8	Lease Commencement Date	What is the Lease Commencement Date?	October 28, 1985	
9	Rent Commencement Date	What is the Rent Commencement Date?	October 28, 1985	
10	Lease Expiration Date	What is the Lease Expiration Date?	October 28, 2110 - Mistake - Terms says 25 years but written date is 2110 not 2010	2

Name of Lease: Cos Cob Rifle Club

Reviewer: CRPM

Date: 2/22/11

11	Rent	What is the Rent charged?	\$10 per year, payable annually	3
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	none	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays all utilities <b>except water</b> (appears separate metering, because there is no specific provision for billing utilities)	6
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	No	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant is responsible for maintenance of premises, including all mechanical, electrical and non-structural repairs. Town maintains exterior structure	6
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	No	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	rifle/pistol range and clubhouse purposes only.	4
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	See above. Must open membership to all inhabitants of Greenwich except those expelled for cause under rules governing use.	4
19	Security Deposit	Did Tenant provide a Security Deposit?	No	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes. On 180 days notice for any reason by First Selectman. Also for default, at option of First Selectman, with 10 days notice and opportunity to cure	13, 12

Name of Lease: Cos Cob Rifle Club

Reviewer: CRPM

Date: 2/22/11

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	See above.	13, 12
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	On 180 days notice for any reason.	13
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	One renewal on same terms and conditions. Must give 6 months prior notice of intention to renew.	2
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	Not without the prior written consent of Board of Selectmen, which will not be unreasonably withheld	10
25	Insurance	Describe the requirement for Tenant to carry insurance.	General liability \$1mm per occurrence; Fire and Property damage \$300k per occurrence, Town is additional insured	8
26	Landlord Services	What services are the Landlord required to provide to Tenant?	water, maintain/repair exterior	6
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Lessee may make alterations for clubhouse facilities at its sole cost and expense, only with approval of Town DPW. Ownership to Town	7
28	Casualty	Are there provisions in the event of a casualty?	Town does emergency repairs; Town can terminate lease if repair and reconstruction imprudent or impractical after consultation with insurer and tenant	14
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the		
30	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		



Name of Lease:Town Hall Annex

Reviewer:J. Oberlander

Date:February 22, 2011

	Category	Description	Answer	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	What was formerly known as Byram School, plus 6 acres described as Public Use Land 6.000 Acres on Map 6030 recorded in Town Clerk's office on 12/13/1983.	
2	Address	What is the property address?	Public Use Land and adjacent Parks & Recreation land is bounded by West Putnam Avenue, Byram Road, Sherman Avenue & Western Junior Highway and is adjacent to Hamill Rink.	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Town Hall Annex Corporation (Lease executed by Bruce Gordon, President) ("THAC")	p.1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich (Lease executed by First Selectman Roger Pearson)	p.1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Selectmen's Office for Notice	
6	Date of Lease	What is the date of the Lease?	1-Nov-85	p.1
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	No	
8	Lease Commencement Date	What is the Lease Commencement Date?	Day THAC obtains all necessary approvals to convert Byram School to elderly housing and to build family housing on remaining site, but not later than August 31, 1985.	p.1
9	Rent Commencement Date	What is the Rent Commencement Date?	Unspecified. Rent is payable annually in advance on 15th day of 1st month of each anniversary year.	p.1
10	Lease Expiration Date	What is the Lease Expiration Date?	99 year from Lease Commencement Date	p.1

Name of Lease:Town Hall Annex

Reviewer:J. Oberlander

Date:February 22, 2011

11	Rent	What is the Rent charged?	\$1/year	
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	No. Tenant pays all construction costs and all property maintenance expenses.	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	Tenant pays all utility costs	p. 3
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	Tenant was to apply to State for PILOT. Upon replacement of such program, Tenant was to seek substitute funding.	p. 7
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Tenant pays all costs of operating premises. Tenant shall maintain interior and exterior in good condition and repair and shall keep all parts clean. Tenant is responsible for snow & ice removal and to replace all broken glass.	p. 2-3
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	see above.	
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Elderly and family housing; including parking and ancillary services	p. 1
18	Use Restrictions	Are there any restrictions on Tenant's Usa of the Property?	No other use without prior approval of BOS and RTM.	p. 2
19	Security Deposit	Did Tenant provide a Security Deposit?	No.	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	Yes.	

Name of Lease: Town Hall Annex

Reviewer: J. Oberlander

Date: February 22, 2011

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	Non-payment of rent. No other rights specifically identified.	p. 5-6
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	None specified.	
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	Not specified.	
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	No assignment without written consent of BOS.	p. 7
25	Insurance	Describe the requirement for Tenant to carry insurance.	\$1 million per occurrence for personal injury, accidental death, & property damage. Policies to increase every 5 years to reflect increase in CPI. THAC to carry full replacement value insurance for fire and other hazards.	p. 4
26	Landlord Services	What services are the Landlord required to provide to Tenant?	None.	
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Tenant pays for all approved improvements. Once constructed, improvements become part of real property. No other improvements/alterations w/out prior written consent of BOS.	p. 2
28	Casualty	Are there provisions in the event of a casualty?	Yes. BOS can decide whether to terminate if repair/reconstruction is imprudent or impractical.	p. 5-6
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	BOS has approval rights on all signs, notices, advertisements placed in premises by THAC	p. 3
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	THAC indemnifies Town for personal injury or property damage arising out of THAC use.	p. 4

Name of Lease: ARC - Pomerance

Reviewer: Mary Ferry

Date: \_\_\_\_\_

	Category	Description	ARC(Abilis) on Pomerance property	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Contemporary house, 101 Orchard St. Cos Cob, on west side of Pomerance property - includes garage and parking areas adjacent to house	p.2
2	Address	What is the property address?	101 Orchard Strees Cos Cob, CT 06807	
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Association for Retarded Citizens, Inc. (ARC) - now known as Abilis	
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	p.2
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Notice to First Selectman - Oversight by Public Works for buildings and Parks and Recreation for landscaping	pp. 8, 11 and 25
6	Date of Lease	What is the date of the Lease?	August 16, 2002 ; approved by RTM June, 2002	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	no	
8	Lease Commencement Date	What is the Lease Commencement Date?	16-Aug-02	
9	Rent Commencement Date	What is the Rent Commencement Date?	same	
10	Lease Expiration Date	What is the Lease Expiration Date?	In August 2012	p.2

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

11	Rent	What is the Rent charged?	\$1/year	p.2
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	no	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	all of utilities	p.11
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	no	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Maintains house and adjacent grounds and electronic access gate	pp.10-11
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Property leased "as is", ARC responsible for extensive renovations.	pp.6-10
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Group home for 6 adults with mental retardation or autism. Adults must be able to participate in work activities on a full time basis. There are requirements for staffing levels.	p.2-3
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	No other uses without prior permission from the Town May not sublet, but residents are not considered subtenants.	p.5 & p.17
19	Security Deposit	Did Tenant provide a Security Deposit?	not mentioned	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	yes	

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	upon 120 days written notice with approval of Board of Selectmen. Also upon default by ARC re licensing, insurance, abandonment, failure to comply with lease provisions	p.18 - 23
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	upon 120 days written notice.	p.19
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	yes. for 10 years with 6 months written notice and subject to such conditions as Town may then deem necessary or appropriate	pp.23-24
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	May not sublet nor assign lease. Residents are not considered subtenants.	p.17
25	Insurance	Describe the requirement for Tenant to carry insurance.	valid license, all CT required insurance plus all risk commercial property, commercial gen. liability 2M, comprehensive auto 1M, casualty for replacement value, workers comp, \$500,000 min., umbrella liability 5M	pp.12-15
26	Landlord Services	What services are the Landlord required to provide to Tenant?	cooperation in getting required permits, inspection and emergency repairs, signage	pp.9 and 17
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	All improvements belong to the Town. ARC may remove personal property and furnishings and equipment.	p.9
28	Casualty	Are there provisions in the event of a casualty?	yes	p.24
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Comptroller may change insurance requirements. ARC indemnifies the Town	
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.		

Name of Lease: Greenwich Adult Day Care

Reviewer: Mary Ferry

Date: \_\_\_\_\_

	Category	Description	Greenwich Adult Day Care	Lease Section Reference
1	Leased Premises	What are the Leased Premises?	Mianus River Dam Pump Station - Parcels B&C plus access for pedestrians and vehicles over parcel A	p.2 and map
2	Address	What is the property address?	River Road Extension, Cos Cob, CT 06807	p.1
3	Tenant	Who is the named Tenant? (Please include original and any assignees).	Greenwich Adult Day Care, Inc.	p.1
4	Landlord	Who is the named Landlord? (Please include original and any assignees).	Town of Greenwich	p.1
5	Town Contact/Responsible Department	Which Town Department is responsible for oversight of the Lease terms? Where is notice to Town sent?	Notice to first Selectman; Public Works oversees construction; not clear who oversees entire lease	p.23 and p.7
6	Date of Lease	What is the date of the Lease?	unsigned copy; approved by RTM Sept.20,2004	
7	Amendments/Dates	Are there any Lease Amendments? If so, what are the Amendment Dates?	no	
8	Lease Commencement Date	What is the Lease Commencement Date?	6 months after lease was signed or earlier by mutual consent with Bd. of Selectmen	p.2
9	Rent Commencement Date	What is the Rent Commencement Date?	not given -presumably when lease was signed	
10	Lease Expiration Date	What is the Lease Expiration Date?	Ten years after lease was signed	p.2

Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

11	Rent	What is the Rent charged?	\$1 per year	p.2
12	Additional Rent:	Is there any Additional Rent Charged: Y or N. If yes, what are the terms?	no	
13	Utilities	Does Tenant Pay all or any portion of the utilities?	pays for all utilities	p.10
14	Real Estate Taxes/Payment in Lieu of Taxes	Does Tenant make any payment in lieu of paying property taxes?	not mentioned	
15	Operating Expenses	Does Tenant contribute to the cost or provision of Property operating expenses? If yes, please describe provisions.	Maintains and improves premises. Not responsible for condition of foundation or dam. Accepted property in "as is" condition	p.4&6
16	Other Charges	Are there any other charges or obligations that Tenant pays for?	Provide public access to Mianus Pond Fishway by exterior walkway and maintain walkway. Snow plowing parcels B&C.	p.6 & 9
17	Permitted Use	What is the Tenant permitted to use the Leased Property for?	Adult Day Care Center. Any other use requires prior approval from all appropriate Town boards and agencies.	p.3
18	Use Restrictions	Are there any restrictions on Tenant's Use of the Property?	Lease contingent on proper license and zoning approvals. Must remove two underground storage tanks and test soil. Must comply with federal, state and local laws.	p.5
19	Security Deposit	Did Tenant provide a Security Deposit?	no	
20	Termination Provisions: Y or N	Does the Landlord Have the Right to Terminate the Lease: Y or N	yes	



Name of Lease: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

21	Landlord's Right to Terminate (other than casualty, condemnation or default)	What are the Landlord's Rights to Terminate the Lease?	lack of required insurance, abandonment,lien over 90 days old, non-compliance with license, non-compliance with terms of lease	pp.17-18
22	Tenant's Right to Terminate (other than casualty or condemnation)	What are the Tenant's Rights to Terminate the Lease?	120 days written notice	p. 19
23	Lease Renewal Rights	Does the Tenant have the right to renew the Lease? If yes, what are the terms?	3 successive 10 year terms with 6 months written notice and subject to such conditions as Town may then deem necessary or appropriate	p.22
24	Sublease/Assignment	Does the Tenant have the right to sublease the property? Can the Tenant assign the Lease? If yes, what are the terms?	May sublet or assign only with consent of Town and appropriate boards and agencies. May sublet or assign to a non-profit only.	p.16
25	Insurance	Describe the requirement for Tenant to carry insurance.	Any required by CT;all risk commercial property for current replacement cost;commercial general liability 1M/occurrence 2Maggregrate;comprehensive auto 1M;insure Town against damage to premises;workmens comp; umbrella 5M/occurence	pp.10-13
26	Landlord Services	What services are the Landlord required to provide to Tenant?	Snow plow parcel A; Maintain building foundation and Mianus Pond Fishway and dam	p.9
27	Ownership of Improvements	Describe the provisions for payment & ownership of any improvements to Leased Property.	Improvements or alterations become property of Town.GADC may remove personal property, furniture and equipment.	p.7
28	Casualty	Are there provisions in the event of a casualty?	yes	p.22
29	Miscellaneous	Please describe any other provisions that may be relevant to use of the Property or to the Town's obligations under the	Gadc indemnifies the Town.--Comptroller may increase insurance requirements as needed.	pp.13 & 15
29	Other	Please describe any other noteworthy provisions or concerns raised by your review of the lease document.	Abstract from Mary Ferry's unsigned copy as approved by RTM in 2004	